BANGALORE METRO RAIL CORPORATION LIMITED

TENDER THROUGH KPP PORTAL
TENDER NO. BMRCL/……/….. /WORK_INDENT….

FOR

Providing Security & Allied Services for Depot, Stations, Viaduct, Track and Trains in Reach-1 and Reach-4B of BMRCL

VOLUME-1
QUALIFICATION CUM TECHNICAL PACKAGE

August-2026

BANGALORE METRO RAIL CORPORATION LIMITED
O&M WING, BAIYAPPANAHALLI DEPOT,
ADMINISTRATIVE BUILDING, SV ROAD, BAIYAPPANAHALLI
BANGALORE - 560038, KARNATAKA, INDIA.

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SECTION – 1

A. NOTICE INVITING TENDER

&

B. KEY DETAILS

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SECTION-1

A. NOTICE INVITING TENDER (NIT)

1. Tenders are invited by 'Bangalore Metro Rail Corporation Limited' (BMRCL) for "**Providing Security & Allied Services for Depot, Stations, Viaduct, Track and Trains in Reach-1 and Reach-4B of BMRCL**" from the eligible Domestic Tenderers, through **KPP Portal.**

BID No.	Description of the work	Amount of Tender Security/ Earnest Money Deposit (EMD)	Bid Start Date	Bid End Date	Date and Time of opening of Tender	Contract Period
As per KPP Portal	Providing Security & Allied Services for **Depot, Stations, Viaduct, Track and Trains in Reach-1 and Reach-4B** Sections of BMRCL.	INR. 57.65 Lakhs	**As per KPP Portal**.			**36 months (The Contract shall be awarded for a period of One (01) year, and thereafter extended further period Year on year, based on satisfactory performance)**

2. **<u>Procedure for Online download of Tender document</u>**

   Tender document can be downloaded from **KPP Portal**.

3. Tender Security/EMD: **Rs.57.65 Lakhs**. The Tenderer shall submit Tender Security/EMD as per Clause 3.2 (ii) of Section-2: Instruction to Tenderers.

4. Last date for seeking of queries through KPPP by the Tenderers. Place & date of Pre-Bid meeting are as mentioned in KPP Portal'.

5. Tenders shall be submitted & the same will be opened as per KPP Portal Terms and Condition.

6. Tenders shall be valid for a period of **180** days from the Bid End Date/Bid Opening Date. The Tenderer shall submit Tender Security/EMD of the requisite amount in the form of Pay Order or Banker's Cheque or Demand Draft or a Bank Guarantee/ e-BG as specified in Key details.

7. BMRCL reserves the right to accept or reject any or all Tenders including the lowest Tender received through e-bid and /or annul the e-bidding process without assigning any reasons. No Tenderers shall have any cause of action or claim against BMRCL for rejection of his Tender.

8. The Employer requires that Tenderers and Contractors observe highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy, The Employer;

   (i) will reject the Tender for the Work or rescind the Contract, if the Employer determines that the Tenderer / Contractor has engaged in corrupt or fraudulent practices.

   (ii) will declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if he at any time determines that the Tenderer or the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, the Contract.

9. Addendum / Corrigendum, if any will be uploaded on KPP Portal only.

10. Further details are available on KPP Portal.

Sd/-
Executive Director (O&M)

BMRCL

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B. KEY DETAILS

1	Estimated Tender Total	Rs. 57.65 Crore.
2.	Tender Security / Earnest Money Deposit (EMD)	Rs. 57.65 Lakhs. The Tender Security/EMD in the form of a Pay Order or Banker's Cheque or Demand Draft in favour of 'Bangalore Metro Rail Corporation Limited' **encashable at Bengaluru** or **a Bank Guarantee / e-BG** (Section 10 - Annexure - A) issued from an Indian Scheduled Bank (excluding Co-operative Bank) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934, read with second schedule, in favour of 'Bangalore Metro Rail Corporation Limited' payable/ extendable at Bengaluru. The validity of BG/e-BG should be for 240 days from the date of submission of Tender. Tenderer has to upload scanned copy / proof of the Pay Order or Banker's Cheque / Demand Draft / BG/e-BG along with the bid and has to ensure delivery of hardcopy to BMRCL within Five (05) days of Bid End Date / Bid Opening Date. Failure to submit the hardcopy of EMD as specified above, the Tender shall be rejected. Also, if Qualification cum Technical Package is received without the EMD for the requisite amount or without the valid BG/e-BG for 240 days, the Tender shall be rejected.
3.	Bid Start Date	As specified in KPP Portal
4.	Last date for submission of queries by Tenderers	As specified in KPP Portal
5.	Date of pre-bid meeting to be held on and venue	Pre-Bid date as specified in KPP Portal. **Venue of Pre-Bid Meeting:** Bangalore Metro Rail Corporation Limited, O&M Wing, Baiyappanahalli Depot, SV Road, Baiyappanahalli, Bengaluru- 560038.
6.	Bid End Date & Time	As specified in KPP Portal
7.	Date and time of opening of Tenders	As specified in KPP Portal
8.	Date & Time of Opening of Financial Bid	It will be informed later on, after the evaluation of Technical Bid (only to the Bidders who Technically responsive) on KPP Portal.
9.	Validity of Tender	**180 days** from the last date of submission
10.	Performance Security	The successful Tenderer shall furnish a Performance Security as per ITT Clause 12 in the form of a Bank Guarantee/ **e-BG** as per **Annexure B of Section-10** issued from an Indian Schedule bank (excluding Co-operative Banks) or from a Scheduled Foreign Bank as defined in Section-2[e] of RBI Act, 1934 read with Second Schedule **payable/extendable at Bengaluru** for an amount equal to **5% on the Contract value** within **20** days from the date of issue of LOA. The validity of BG/e-BG shall be for **42 months** i.e., Six (06) months beyond expiry of Contract period of **36** months.
11.	Contract period	36 months (The Contract shall be awarded for a period of One (01) year, and thereafter extended further period Year on year, based on satisfactory performance)
12.	Address for correspondence	The Executive Director (O&M), Bangalore Metro Rail Corporation Limited, O&M Wing, Baiyappanahalli Depot, SV Road, Baiyappanahalli, Bengaluru- 560038.
13.	Email Id	Email Id: rajagopaln@bmrc.co.in

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SECTION - 2

A. INSTRUCTIONS TO TENDERERS

B. QUALIFICATION CRITERIA

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SECTION-2

A. INSTRUCTIONS TO TENDERERS

1. INTRODUCTION

1.1 The Bangalore Metro Rail Corporation Limited, (hereafter referred to as BMRCL), a Joint Venture of Government of India (GoI) and Government of Karnataka (GoK), a Company registered under the Company's Act, 1956, established as an SPV for implementation of Bangalore Metro Rail Project will select a Service Provider for providing **Security & Allied Services for Depot, Stations, Viaduct, Track and Trains in Reach-1 and Reach-4B** of BMRCL as per the selection criteria detailed in the Tender document.

1.2 The Tenderers are invited to submit a 'Qualification cum Technical package' and 'Financial Package' (*the word "Proposal" shall also mean "Bid" or "Tender"*), as specified in the Tender documents. The Tenders will be the basis for a signed Contract with the selected Tenderer. Interested Tenderers may apply as an individual (**Joint Ventures/Consortiums/ Companies floated by the same individuals are not permitted)**. This is a Domestic Competitive Bidding open strictly for Domestic Indian Companies only. Sole Proprietorship Firm/ Partnership Firm/Private Limited Company/ Public Limited Company are eligible to apply.

1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka or BMRCL.

1.4 Any Tenderer from a country which shares a land border with India will be eligible to bid in this Tender, only if the Tenderer is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). For details refer to Order (Public Procurement No.1) F. No.6/18/2019-PPD dtd. 23/07/2020, MoF, Dept. of Expenditure, PPD and its latest amendments.

1.5 The clause 1.4 will not apply to Tenderers from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

1.6 All the participating Tenderers are mandatorily required to submit a Certificate along with the Tender regarding their compliance with this clause/order in regard to restrictions of procurement from the Tenderers from countries sharing land borders with India as per the format included in Annexure-H of Section-10 to the Special Conditions of Contract. If such Certificate given by a Bidder whose Bid is accepted is found to be false, would be a ground for immediate termination and further legal action in accordance with law.

1.7 **a)** **REACH-1** section consists of Six (06) Metro Stations Viz M G Road Station including RMAC, Trinity Station, Halasuru Station, Indiranagar Station, SV Road Station including Santhe, Baiyappanahalli Station and Baiyappanahalli Depot, Security surveillance room, Baiyappanahalli and staff quarters, Baiyappanahalli.

b) **REACH-4B** section consists of Five (05) Metro Stations i.e., Konankunte Cross, Doddakallasandra, Vajrahalli, Thalagattapura & Silk Institute.

1.8 The Tenderers must familiarize themselves with Bangalore Metro Rail project, especially the layout of all the Station buildings, viaduct / track, site conditions and take the same into account while preparing and submitting their Tenders. They are required to verify the information given in respect of area etc. and seek clarifications, if any from BMRCL before Tendering. To obtain first-hand information on the assignment and on the local conditions, Tenderers are encouraged to pay a visit to the Depot and Metro stations and viaduct sites of **Reach-1 and Reach-4B** before submitting their Tender and to attend a Pre-Bid meeting. Attending the Pre-Bid meeting is optional.

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1.9 The Tenderer shall bear the costs of preparing the Tender including visits to BMRCL Stations.

1.10 BMRCL reserves the right to accept or reject any or all Tenders including the lowest Tender received through e-bid and /or annul the e-bidding process without assigning any reasons. No Tenderers shall have any cause of action or claim against BMRCL for rejection of his Tender. BMRCL reserves the right to accept the Tender in Part or Full.

1.11 BMRCL expects Tenderers to provide professional service and at all times, hold the BMRCL's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

1.12 It is BMRCL's policy that the Tenderers observe the highest standard of ethics during the execution of the service. In pursuance of this policy, the BMRCL.

(i) Defines, for the purposes of this provision, the terms set forth below as follows:

(a) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution; and

(b) "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a Contract to the detriment of BMRCL, and includes collusive practices among Tenderers (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive BMRCL of the benefits of free and open competition.

(ii) will reject a proposal for award, if it determines that the Contractor recommended for award has engaged in corrupt or fraudulent activities in competing for the Contract in question;

(iii) will declare a Tenderer ineligible, either indefinitely or for a stated period of time, if it at any time determines that the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing; and

(iv) Will have the right to require, BMRCL to inspect Contractors' accounts and records relating to the performance of the Contract and to have them audited by Auditors appointed by BMRCL.

1.13 Pre-Bid Meeting:

(i) The Tenderer or his authorized representative is invited to attend Pre-Bid meeting held at the place, date and time indicated in Key Details / KPP Portal.

(ii) The purpose of the meeting is to clarify issues and to answer, questions on any matter that may be raised at that stage to enable to Tenderers to submit Tenders without conditions.

(iii) The Tenderer is requested to submit any questions in writing or by email, in Form 7G: "Format of seeking clarification by the Tenderer" of Section-7, to reach the Employer not later than the date specified in KPP Portal.

(iv) BMRCL will offer clarifications to the questions raised by the Tenderers and received by BMRCL (without identifying the source of enquiry) and the responses for written queries will be published as Corrigendum in KPP Portal. Any modification of the Tender Document, which may become necessary as result of Pre-Bid meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum through KPP Portal.

2. CLARIFICATION AND AMENDMENT OF TENDER DOCUMENTS

2.1 Tenderers may request a clarification of any item of the Tender document in writing up to the date indicated in the KPPP Bid document. The BMRCL will respond to the queries of the

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Tenderers without disclosing the identity of the Tenderer seeking clarification through KPP Portal.

2.2 At any time before the submission of Proposals, BMRCL may, for any reason, whether at its own initiative or in response to a clarification requested by a Tenderer, modify the Tender documents by Amendment/Corrigendum. Such amendments shall be issued through KPP Portal. BMRCL may at its discretion, extend the deadline for the submission of proposals through publication in the KPP Portal/ BMRCL official website.

2.3 The Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Documents.

2.4 While all efforts have been made to avoid errors in drafting this Tender documents and the Tenderer is advised to check the same carefully and seeking clarification within the stipulated period only. No clauses on account of errors detected in the Tender documents at a later stage, after Tender submission shall be entertained.

2.5 The Tenderer will be bound by all the details/documents furnished by him/her to this Office, while submitting their Tender or any subsequent stage. In case any of such document furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of Contract making him/her liable for legal action besides termination of Contract in Bengaluru Jurisdiction only.

2.6 Without prejudice to the order of preference, the provisions in such addenda / corrigendum shall take priority over the Tender document issued previously. The Tenderer should acknowledge receipt of such addenda / corrigendum and list them in the Tender submittals.

3. PREPARATION OF TENDERS

3.1 Tender documents consist of 2 Packages:

Volume-1 Qualification cum Technical Package,
Volume-2 Financial Package.

Tenderers are requested to submit Tenders in English language only.

3.2 **Qualification cum Technical package:**

i) In preparing the Qualification cum Technical proposal, Tenderers are expected to examine the documents comprising this Tender in detail. Material deficiencies in providing the information requested may result in rejection of a Tender. The required information to be given by the Tenderer should be given in the prescribed standard forms only. The Annexure, if any, should be to the point, brief, with Clause number and page number, referred to in the standard form written at the top right-hand side of the respective Annexure.

ii) **EMD/Tender Security:**

The Qualification cum Technical Package shall accompany with Earnest Money Deposit through online in KPP-Portal or a Bank Guarantee/ e-BG in favour of 'Bangalore Metro Rail Corporation Ltd' payable/ extendable at a designated branch in Bengaluru for an amount as specified in "Key Details". The Bank Guarantee should be from an Indian Scheduled Bank (excluding Co-operative Banks) or from a Scheduled Foreign Bank as defined in Section-2 (e) of RBI Act 1934 read with Second Schedule. The format of Bank Guarantee towards EMD is attached in Section 10, Annexure – A. The Tender Security shall remain valid for 60 days beyond the validity period of the offer [i.e., 180+60=240 days]. No interest will be paid by BMRCL on the Earnest Money Deposit.

It is to be noted that Tender Security / EMD will not be accepted in any form other than those mentioned above and Tenders not accompanied by an acceptable Tender

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security/EMD with minimum stipulated amount and validity shall be rejected by the Employer as non-responsive. The EMD / Tender Security shall be submitted in its original form; copies will not be accepted.

Tenderers have to upload scanned copy / proof of the Pay Order or Banker's Cheque / Demand Draft / BG along with the Bid and has to ensure delivery of hardcopy to BMRCL within Five (05) days of Bid End Date. Failure to submit the hardcopy of EMD as specified, the Tender shall be rejected.

However, BMRCL reserves the right to accept or reject the Tender Security/EMD with any deficiency otherwise not materially affecting the technical qualification criteria of the Tenderer.

Please note that the BG/e-BGs towards the Tender Security/EMD shall be mandatorily valid for Bid validity period i.e., 180 days. In the event of short fall of the extended validity period of **60** days only, BMRCL may ask the Tenderer to submit a revised BG/e-BG with the extended validity period within Seven (07) days of seeking the same, failing which the offer will be rejected.

BMRCL may at its discretion, accept the BG/e-BG or seek amended BG/e-BG with "extendable or payable at Bengaluru", to be furnished within Seven (07) days of seeking the same, failing which the offer may be rejected.

iii) In case the Tenderer submits Electronic Bank Guarantee (e-BG), the UIN of BMRCL for providing e-BG shall be: AAACB4881D (PAN of BMRCL).

iv) If the Tenderer has opted to submit the Tender Guarantee in the form of Electronic Bank Guarantee (e-BG), a copy of the e-BG shall invariably be uploaded in KPP-Portal.

v) While preparing the Qualification proposal, particular attention should be given to ensure that 'Yes' or 'No' is appropriately mentioned for each criteria mentioned in the format given at **Section-6**. If any item is left blank without filling either 'Yes' or 'No', then for that item it will be considered as 'No'.

vi) While preparing the Technical Proposal, Tenderers should read the Forms 8A to 8C1 carefully and fill the relevant information. Non furnishing of information in the prescribed Forms 8A to 8C1 or leaving blanks in the forms may result in disqualification of the Tender.

vii) The Qualification cum Technical package shall not include any financial information.

viii) **Indemnity Bond**–An Undertaking to provide Indemnity Bond in line with Form 7D of Section 7 indemnifying BMRCL against Contractors default in abiding to Statutory payments shall be submitted on a Stamp Paper with a appropriate face value.

ix) Should any further document be required, Tenderer will be instructed by BMRCL

x) The Tender Security / EMD may be forfeited, if a Tenderer;

(a) withdraws or amends or impairs or derogates its Tender during the period of Tender validity or
(b) does not accept the correction of errors or
(c) fail to sign LoA / Contract Agreement or
(d) fail to furnish Performance Security.

3.3 **Financial Package**:

i) In preparing the financial package, Tenderers are expected to examine the documents comprising this Tender in detail. Material deficiencies in providing the information requested

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may result in rejection of the Tender. The required information to be given by the Tenderer should be given in the prescribed Standard Forms only.

ii) Tender Parameters

The Tenderer shall quote the Tender Total towards manpower services which is inclusive of wage cost, service charge and GST. The quote shall not be less than the Estimated Tender Total (inclusive of GST as mentioned in the bid document) which includes:

1) Wage cost + GST @18% on wage cost + Minimum service charge @3.85% on wage cost + GST @18% on service charge.

   The Total manpower cost for the Services to be provided as defined in the scope of Service.

2) Quotes below the estimated Tender Total /unrealistic consideration and quotes which are incomplete shall be rejected.

3) It is to be noted that mere announcement of the Tender price, Total amount quoted by the Tenderer shall not be construed as Final until and unless the Employer declares the successful Tenderer.

3.4 Tenders must remain valid for **180 days** from the latest date of submission of Tender as specified in the NIT. During this period, the Tenderer is expected to keep available the key professional staff proposed for the services. In exceptional circumstances, prior to the expiry of the original Tender validity period, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and response is thereto shall be made in writing or by facsimile or Email. A Tenderer may refuse the request in which case his Bid will be rejected. A Tenderer agreeing to the request will not be required or permitted to modify his Tender. Only one communication either extending the validity or refusing to extend the validity would be entertained. If the validity is not extended, no further representation, if any, to revive the Tender at a later date will be entertained.

Tender Security/EMD shall be forfeited if the Tenderer withdraws his Tender during the period of Tender validity.

3.5 Tenderers shall note that,

a) The Contractor shall pay the minimum wages & VDA and the statutory payments such as PF & ESI/Insurance, Bonus, leave with Wages [LWW], National & Festival Holidays [NFH], Uniform Allowance and Washing Allowance every month as given in Clause 6.3(1) of Section 2 including any other statutory requirements, as notified by the Government. BMRCL shall reimburse the minimum wages & the statutory payments indicated as above along with the accepted rate of service charge which is inclusive of GST. BMRCL shall pay the GST applicable for manpower services (for wages) as per law on the services provided by the Contractor.

b) Any subsequent increase or decrease in the minimum wages (including VDA), PF, ESI/INSURANCE, BONUS, LWW, NFH and Uniform Allowance including any other statutory requirements through Government notifications will be regulated accordingly in respect of the successful Tenderer after the issue of LoA/NTP and after commencement of services, during the pendency of the Contract.

c) It may be noted that the service charges will vary proportionately with such increase or decrease in the wages.

d) The successful Tenderer shall provide an Undertaking to Indemnify BMRCL for any liability that may arise on account of non-fulfillment of any Statutory obligation by the Tenderer.

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e) Proof of payment for having disbursed the wages which shall not be less than minimum wages, shall be provided monthly.

f) The arrears of increase in minimum wages should be claimed in separate bill month-wise and reimbursement will be made subject to production of documentary evidence of payment made and remitted to the Bank of Personnel deployed for Security Services.

4. SUBMISSION OF TENDERS

As per KPP Portal

4.1 Deadline for Submission of Tenders

As per KPP Portal.

5. OPENING OF TENDERS

5.1 **Opening of Tender:**
As per KPP Portal

The Tender will be summarily rejected, in case the EMD is not in acceptable form as mentioned in clause 3.2(ii) or failed to submit EMD offline within Five (05) days of Bid End Date even tough copy of valid EMD uploaded online or vice versa**.** The BMRCL shall keep record of the Tender opening.

5.2 **Opening of Qualification cum Technical packages:**
As per KPP Portal

The Qualification cum Technical Package of the Tenderer will be considered for evaluation only if the '**EMD**' is as per requirements and in acceptable form as specified in clause 3.2 & 5.1 of Section-2.

5.3 **Opening of Financial Packages:**
As per KPPP Terms & Conditions.

BMRCL shall notify the Tenderers who have satisfied the Qualification criteria and technically qualified, indicating the date and time set for opening the Financial Packages. The notification will be sent through KPP Portal or by E-mail.

The information relating to the examination, clarification, evaluation and comparison of Tender and recommendations for the award of the Contract shall not be disclosed to the Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of the Tenders or award decisions may result in the rejection of his Tender.

6. EVALUATION OF TENDERS

6.1 **General:** - Any effort by the Tenderers to influence the BMRCL in the evaluation, comparison or Contract award decisions may result in the rejection of the Tender.

i) For proper evaluation of the Tender, if clarifications are found to be necessary, BMRCL may at its discretion ask for such clarifications.

ii) The evaluation is done in two stages viz., Qualification cum Technical stage and the financial stage. The Financial Package of those Tenderers who qualify in the Qualification cum Technical Package only will be opened.

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iii) Further, the Tender Scrutiny Committee nominated by the BMRCL evaluates the Qualification cum Technical Package and Financial Packages, each separately as mentioned herein below, on the basis of their responsiveness to the requirement mentioned in the Tender documents, applying the evaluation criteria, therein.

iv) Tender Scrutiny Committee at Qualification cum Technical stage shall have no access to the Financial Packages until the Qualification cum Technical evaluation is completed (including its approval by Competent Authority).

6.2 Evaluation of Qualification cum Technical Packages: -

i) The Qualification cum Technical Package documents submitted by the Tenderer will be verified by the Tender Scrutiny Committee nominated by BMRCL.

ii) The compliance to each and every requirement prescribed for the "Qualification Criteria" will be examined. The Tender shall be rejected at this stage if it does not satisfy the stipulated qualifying criteria. If the Tenderer does not fulfill any one or more of the qualifying criteria prescribed, he shall be disqualified. On such disqualification, his Tender documents shall not be considered for further evaluation and his Financial Package will not be opened.

iii) Each responsive Tender, which has cleared the pre-Qualification Criteria, shall be further evaluated for technical responsiveness. Compliance to each and every requirement prescribed in the Tender document will be examined. The Tender shall be rejected at this stage, if it does not respond to the requirement mentioned in the Tender documents. On such rejection, his Tender documents shall not be considered for further evaluation and their Financial package will not be opened.

iv) **Return of Tender Security/Earnest Money Deposit (EMD) -**BMRCL will return the Tender Security/EMD of unsuccessful Tenderers within 30 days of declaration of result of First Stage i.e., Technical Evaluation

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6.3 **Evaluation of Financial packages:**

1. The Minimum Wages & Statutory Payments applicable for 2026-27 as indicated below vide Sl.No.12 of below table will be the basis for Financial Bid Evaluation. The Tenderer shall not alter or change the figures indicated in the Table.

Monthly wage details for Security Supervisor & Security Guard for the period from 01/04/2026 to 31/03/2027

Table1:

SL. No.	Category	Manpower per month		Category	Wage per day & %age	Minimum wages for 26 mandays including Bonus, LWW, NFH, ESI, PF, Uniform Allowance & Washing Allowance per person/ month.
1	**Security Supervisor (Skilled Workers)**	Manpower including relievers	1	Basic	617.63	16,058.30
			2	VDA	125.17	3,254.40
			3	**Total**	**742.80**	**19,312.70**
			4	Bonus on Sl.No.3	8.33%	1,608.75
			5	Leave with Wages [15 days] on Sl.No.3	4.81%	928.94
			6	National & Festival Holidays [10 days] on Sl.No.3	3.21%	619.94
			7	**Total**		**22,470.33**
			8	ESI on Sl.No.7 [1/7/19]	3.25%	730.29
			9	PF on Sl.No.3 [1/6/18] Calculated on Ceiling Limit of Rs.15,000/-	13.00%	1,950.00
			10	Uniform Allowance		208.33
			11	Washing Allowance		300.00
			12	**Total**		**25,658.94**

Table2:

2	**Security Guard (Semi Skilled Workers)**	Manpower including relievers	1	Basic	605.47	15,742.26
			2	VDA	125.17	3,254.40
			3	**Total**	**730.64**	**18,996.66**
			4	Bonus on Sl.No.3	8.33%	1,582.42
			5	Leave with Wages [15 days] on Sl.No.3	4.81%	913.74
			6	National & Festival Holidays [10 days] on Sl.No.3	3.21%	609.79
			7	**Total**		**22,102.61**
			8	ESI on Sl.No.7 [1/7/19]	3.25%	718.33
			9	PF on Sl.No.3 [1/6/18] Calculated on Ceiling Limit of Rs.15,000/-	13.00%	1,950.00
			10	Uniform Allowance		208.33
			11	Washing Allowance		300.00
			12	**Total**		**25,279.28**

Minimum Wages & VDA is as per Government of Karnataka notification No. KAE 18 LWA 2022 dated 28.07.2022, Published in Gazettee dated 29/08/2022. Minimum Wages with effect from 28/07/2022 [65. Employment in Security Agency - Industries and Establishments wherein office staff and Security Guards are appointed by such agency] w.e.f **from 01.04.2026 to 31.03.2027**. **Note: PF is calculated @13% on Rs.15,000/- [Ceiling limit]**.

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2. ***Estimated Tender Total value put to Tender is Rs. 57,64,52,039.76 (Cost Details indicated in the Table-3 below).***

Table 3:

Cost Estimation						
S. No.	**Reach**	**Category**	**Manpower**	**M.Wages without NLC**	**1 Year**	**3 Years**
1	**R1**	Security Supervisor	42	25,658.94	1,29,32,105.76	3,87,96,317.28
		Security Guards	299	25,279.28	9,07,02,056.64	27,21,06,169.92
2	**R4B**	Security Supervisor	18	25,658.94	55,42,331.04	1,66,26,993.12
		Security Guards	157	25,279.28	4,76,26,163.52	14,28,78,490.56
3	**Total Manpower**		516		**15,68,02,656.96**	**47,04,07,970.88**
4	Minimum Service Charge excluding GST (On Sl.No.3)			3.85%	60,36,902.29	1,81,10,706.88
5	GST on wage cost (On Sl.No.3)			18%	2,82,24,478.25	8,46,73,434.76
6	GST on Service Charge (On Sl.No.4)			18%	10,86,642.41	32,59,927.24
7	**Tender Total (3+4+5+6)**				**19,21,50,679.92**	**57,64,52,039.76**

The estimated Tender Total of Rs. *57,64,52,039.76 (includes* wage cost + GST @18% on wage cost + minimum service charge of 3.85% on wage cost+ GST @18% on Service charge cost.)

3. The Tenderer should not quote less than the Estimated Tender Total. The Tenderers quote should be same or above the estimated Tender Total. Any Tenderer whose quote is less than the Estimated Tender Total, shall be considered as unresponsive and such quotes will be summarily rejected.

4. Determining L1 Tender:

i) *The Tender Scrutiny Committee shall take into consideration the financial quote of each Tenderer and determine the ranking. The lowest quote determined as L1 and the next one determined as L2 and so on, provided the Tenderer has been determined to be substantially responsive, Technically and Financially suitable and complete in accordance with the Tender documents.*

The Financial quotes should be compatible with the Technical proposal of the Tenderers. This will be evaluated during financial evaluation. If the Financial quote is not compatible with its Technical proposal, the offer shall be rejected.

ii) Quotes below the minimum Tender Total / unrealistic consideration of quotes or quotes which are incomplete shall be rejected.

iii) The qualified Tenderer offering the minimum Tender Total (L1) will be selected for the award of Service Contract subject to all the other terms and conditions of Tender.

Evaluation of bids in cases where more than one tenderer has the same Lowest (L1) Tender Total is detailed in clauses (iv) and (v) below:

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iv) In the event that two or more responsive Tenderers quote the same lowest Tender Total (L1), and no other evaluation criterion is available to determine ranking, the successful Tenderer shall be selected through a transparent draw of lots conducted by the Tender Inviting Authority.

v) All tied L1 Tenderers shall be informed of the date, time and venue of the draw and may attend either personally or through an authorised representative. The draw may proceed even if one or more L1 Tenderers do not attend. The result of the draw shall be final and binding on all such Tenderers. Submission of a bid shall constitute acceptance of this procedure.

vi) all such L1 Tenderers. The Tenderer whose name is drawn will be awarded the Contract.

vii) The Tenderer shall submit an Undertaking to this effect in Form-7H. In case any of the Tenderers do not submit the Undertaking in Form-7H, it will be deemed that the Tenderer is agreeing to the process of selection as stated above

viii) Further, it is to be noted that mere announcement of the Tender prices, Total amount quoted by the Tenderers/ Ranking in KPP Portal shall not be construed as Final until and unless the Employer declares the successful Tenderer after acceptance of the Competent Authority.

6.4 **Correction of Errors**

i) During the evaluation of the financial proposal, BMRCL will check for any arithmetical errors in computation and summation. Errors if any will be corrected by the BMRCL as follows:

a) Where there is a discrepancy between percentage quote in figures and in words, the percentage quote in words will govern; accordingly, the Service charge amount in the Table shall be corrected.

b) Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the BMRCL there is an obvious gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.

c) If there is an error in a Total corresponding to the addition/subtraction of sub-total, the Tender Total on KPP Portal shall prevail and the Total and subtotal in Form-9B shall be corrected.

ii) If a Tenderer does not accept the correction of errors as outlined above, his Tender will be rejected and the Tender Security/EMD will be forfeited.

6.5 Clarification of Tenders

To assist in the examination, evaluation and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender. The request for clarification and the response shall be through writing / E-mail, but no change in the price or substance of the Tender shall be sought, offered or permitted.

6.6 The Employer may waive any minor deviation, non-conformity or irregularity in a Tender that does not constitute any material deviation.

7. AWARD OF CONTRACT

7.1 BMRCL will award the Contract to the Tenderer whose offer has been determined to be substantially responsive and who has offered the lowest evaluated Tender price as detailed in Clause 6.3.4 and technically & financially qualified and complete in accordance with the Tender documents. The Tender may be awarded for whole of the services or part of the services stipulated under the scope of the services.

7.2 The Tenderer shall note that the Award of the Contract or the Notice to Proceed (NTP) in case of the Contract is already awarded, is subject to issuance of LOA/NTP for commencement of the services at each Reaches. The Tenderer shall not make any claim, in case of any delay in commencement of the services.

7.3 The successful Tenderer(s) shall be required to mobilize the resources and ready to provide Security services at R1&R4B sections as notified in the Letter of Acceptance/ NTP.

8. GENERAL REJECTION OF TENDERS

The Procurement Entity may at any time before passing an order of acceptance under Section 13 of KTPP Act 1999, reject all the Tenders on the ground of changes in the scope of procurement, failure of anticipated financial resource, accidents, calamities or any ground as may be prescribed which would render the procurement unnecessary or impossible.

The Procurement Entity shall thereafter communicate the fact of the rejection under this section to all the Tenderers in the KPP Portal.

9. NOTIFICATION OF LETTER OF ACCEPTANCE AND NOTICE TO PROCEED.

9.1 Prior to the expiry of Tender validity period, BMRCL will notify the successful Tenderer, to be confirmed in writing by registered letter, that his Tender has been accepted. This letter hereinafter called as the "Letter of Acceptance" (LOA) shall name the sum (s) which the BMRCL will pay to the Contractor in consideration of the execution and completion of the works by the Contractor as prescribed in the Contract (hereinafter called as the "Contract Price"). The Letter of Acceptance (LOA) will be sent in duplicate to the successful Tenderer, who will return one (1) copy to BMRCL duly acknowledged and signed without any conditions by the authorized signatory, within seven (7) days from the date of issue of LOA. The Letter of Acceptance (LOA) will constitute a part of the Contract Agreement till a formal Agreement is executed between the Parties.

9.2 BMRCL will issue Notice to Proceed to the Contractor after the receipt of LOA. Contractor shall proceed only after Notice to Proceed (NTP) is issued and not otherwise. The period of the Contract shall be **36 Months** (The Contract shall be awarded for a period of One (01) year, and thereafter extended further period Year on year, based on satisfactory performance) from the date of issue of NTP irrespective of date of commencement of services.

Except for the revision of minimum wages & statutory Payments as per the notification of Govt of Karnataka/GOI, all the terms and conditions, including any other cost and service charge % quoted in the tender remain unaltered during the period of contract including extension.

9.3 The Contract shall come into force from the date of 'Notice to Proceed. Notice to Proceed will constitute a part of the Contract Agreement.

9.4 (a) Upon Letter of Acceptance being signed/ received through mail returned by the Successful Tenderer and on submission of Performance Security [BG/e-BG] as specified in Key Details, BMRCL will promptly discharge / return the Tender Security/EMD to Technically qualified Tenderers

(b)Tenderers who submitted Tender Security/EMD through Demand Draft / Pay order/Bankers cheque needs to fill Annexure-K in Section-10, along with a cancelled cheque leaf for refund of EMD through NEFT/RTGS.

9.5 BMRCL reserves the right to accept the Tender in part or full to safeguard its interest.

10. CANCELLATION OF LETTER OF ACCEPTANCE (LOA)

10.1 The Tenderer is expected to commence providing services as prescribed or notified by BMRCL in accordance with ITT clause 9.

10.2 In case the successful Tenderer fails to furnish the Bank Guarantee for Performance Security or fails to sign the Contract Agreement or fails to commence the work (for whatsoever reasons) as prescribed or notified vide Sub-clause 10.1 above, the allotment shall be cancelled and the Tender Security /EMD will be forfeited.

10.3 In case, if the Contractor on extension of contract, fails to furnish the revised Bank Guarantee for Performance Security on the contract value in addition to the initial Contract value, the Contract shall be cancelled and Performance Security submitted for this Contract will be forfeited.

11. SIGNING OF AGREEMENT

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11.1 BMRCL shall prepare the Contract Agreement in line with the **Annexure-C** at Section-10 included in this Document. All documents forming the part of Contract, in the Contract Agreement, shall be binding on both parties including conditions and stipulations contained in such documents. The successful Tenderer will be required to execute the Contract Agreement within **30 days** from the date of issue of the Letter of Acceptance / Notice to Proceed/ Extension of Contact. One (1) copy of the Agreement duly signed by the BMRCL and the Contractor through their authorized signatories will be supplied by the BMRCL to the Contractor. The cost towards the stamp duties and other related expenditure shall be borne by the Contractor.

11.2 Prior to signing of the Contract Agreement, the successful Tenderer shall submit the Performance Security in the form of BG/e-BG within a period of **20 days** from the date of issue of the Letter of Acceptance / Letter for Extension of Contract.

11.3 The Successful Tenderer will have to deposit the Contract Agreement duly signed in Annexure-C at Section-10 along with Data Security Certificate on his Company's letter head as per Annexure – I at Section-10.

11.4 Successful Tenderer should submit the **NON-DISCLOSURE AGREEMENT (NDA)** in line with the **Annexure-M** at Section-10.

12. PERFORMANCE SECURITY-BG/eBG

12.1 The successful Tenderer shall furnish to BMRCL, a Performance Security in the form of a Bank Guarantee/ e BG (Annexure –B at Section-10) as specified in Key Details. Initially The BG/e-BG validity shall be for **Forty Two (42) months** i.e., Six months beyond the expiry of Contract period of **Thirty Six (36)** months. The Bank Guarantee in favour of 'Bangalore Metro Rail Corporation Limited' payable at Bengaluru from an Indian Scheduled Bank [excluding Co-operative Banks] or from a Scheduled Foreign Bank as defined in section -2[e] of RBI Act, 1934 read with Second Schedule. The Bank Guarantee shall be payable / extendable in Bengaluru at a designated branch, failing which, the Tender/contract will be rejected and EMD/Tender security shall be forfeited. The format of Performance Security is given in **Annexure -B of Section-10**. The Performance Security shall be furnished immediately on issue of LOA, but not later than **Twenty** (**20) days** from the date of issue of LOA.

The Performance Security shall be released after completion of work. If the Contract period is extended, the validity of the Performance Security shall be suitably extended by the Contractor at his own cost. Any amount due to BMRCL shall be deducted from the Performance Security or any other amount payable to the Contractor.

12.2 The Bank Guarantee for Performance of Contract shall be invoked by BMRCL for breach of Contract on the part of the Contractor, deficiency in performance, wholly or partly as the exigencies warrant. The decision of the BMRCL in this regard shall be final and binding on the Contractor. The balance in case of part invocation, Performance Guarantee shall be released to the Contractor, after the expiry of Six (06) months, after the end of the Contract period.

12.3 Failure of the successful Tenderer to submit the required Performance Security shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the Tender Security/Earnest Money Deposit.

12.4 Failure of the Contractor to submit the required Performance Security for Extension period shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the Performance security of the Contract.

12.5 If the scope of manpower requirement gets altered subsequently, the Performance Bank Guarantee shall be increased accordingly to the extent of alteration to the services of manpower.

12.6 The Performance Bank Guarantee shall be extended, in case the Contract period is extended, for whatsoever reasons. Bank Guarantee shall mean – Bank Guarantee (Hard copy) / Electronic Bank Guarantee (e-BG).

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13. PROCESS TO BE CONFIDENTIAL

1. Information relating to the examination, clarification, evaluation and comparison of Tenders, and recommendations for the award of a Contract, shall not be disclosed to Tenderers or any other person not officially concerned with such a process until the award to the successful Tenderer has been announced.

2. From the time of Tender opening to the time of Contract award, no Tenderer shall contact the Procuring Entity on any matter related to the Tender, except on request and prior written permission.

3. Any effort by the Tenderer to influence the Procuring Entity in Tender evaluation, Tender comparison or Contract award decisions will vitiate the process and will result in the rejection of the Tenderer's offer.

14. GENERAL

Please note/ensure the following;

i. Each Tenderer shall submit only one (1) Tender. Acting in concert or cartelization is not allowed. A Tenderer shall not have a conflict of interest. Any Tenderer found to have a Conflict of Interest shall be disqualified. A Tenderer shall not have a conflict of interest for the purpose of this Tendering process, if the Tenderer:

a) Directly or indirectly controls, is controlled by or is under common control with another Tenderer, or

b) Receives or has received any direct or indirect subsidy from another Tenderer: or

c) Has the same legal representative as another Tenderer: or

d) Has a relationship with another Tenderer, directly or through common third parties that put it in position to influence the Tender of another Tenderer or influence the decisions of the Employer regarding this Tendering process: or

e) Any of its affiliates participated as consultant in the preparation of the design or technical specifications of the works that are the subject of the Tender: or

f) Any of its affiliates has been hired [or is processed to be hired] by BMRCL for the Contract implementation: or

g) Would be providing goods, services, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of this Tender that is provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm: or,

h) Has a close business or family relationship with a professional staff of the BMRCL who:

1. Directly or indirectly involved in the preparation of the Tendering documents or specifications of the Contract, and /or the Tender evaluation process of such Contract: or

2. Would be involved in the implementation or supervision of such contract unless the conflict steaming from such relationship has been resolved in a manner acceptable to BMRCL throughout the procurement process or execution of the Contract as the case may be.

i) Tender document is not transferable.

j) The Tender form shall be legibly written or typed quoting all figures in words as well as in figures duly signed by Tenderers with Seal.

k) All pages shall be signed, corrections neatly scored out and initialed by the authorized person of the company/firm affixing with Seal.

l) Conditional Tenders are not acceptable and shall be rejected summarily. A Tender, which is incomplete and imbalanced, shall be rejected.

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m) Non-compliance with any of the conditions set forth herein shall result in the Tender being rejected.

n) Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Govt. of Karnataka or any other State/Central Govt. in India from time to time and should not have blacklisted or debarred from any Tender process.

o) Tenderers who have been debarred / black listed by any Dept. / Autonomous Body of the Central / State Govt. / Union Territories and Municipal Corporations are not eligible to participate in tender process. In case this fact is established, prior to award of Contract, action will be taken to black list or debar. In case, this fact is established after allotment of the Contract, then such contract will be liable to be terminated after due enquiry without any notice and in such an eventuality the Bank Guarantee will stand forfeited. This condition of being debarred/black-listing shall also apply to Associate Concern/Partners of the Tenderer/Contractor. The Tenderer shall be liable to be rejected in case it being debarred from bidding in line with Rule 151 of GFR 2017 and its latest amendments.

p) The Tenderer should have an office in Bangalore for effective execution of the Contract. In case, the Tenderer does not have an office currently, then the Tenderer shall give an undertaking to setup an office in Bangalore before the Contract Agreement is signed.

q) No Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

r) Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or Contract award decisions may result in the rejection of the Tenderer's Tender.

s) Contractors whose Contracts have been short-closed or terminated due to unsatisfactory performance in BMRCL shall be deemed non-responsive and shall not be considered for technical evaluation. The Contractor shall not be eligible to participate in any of the Tenders of BMRCL for a period of two (02) years from the date of such short-closure or termination.

15. **One Tender per Tenderer**

Each Tenderer shall submit only One (1) Tender either individually or as a Firm. If a Tenderer submits more than One (1) Tender, such Tenders will be disqualified.

16. Cost of Tendering

The Tenderer shall bear all costs associated with the preparation and submission of his Tender and the BMRCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tender process.

17. Error / Omission in the Tender document

In case of any error / omission in the Tender document & any other documents related to this Contract, it will be prime responsibility of the Tenderer to bring it to the notice of BMRCL. And in no other means, the Tenderer shall take advantage of such error / omission, if so, it may be treated as Fraudulent Practice on part of Tenderer.

18. Rejection of Tenders

BMRCL may reject the Tender that are considered to be substantially non-responsive to the requirements of the Proposal. Such matters may include;

(i) inadequate Tender Security / EMD i.e., Amount, Validity
(ii) incorrect or Fraudulent Power of Attorney
(iii) deviations relating to the Scope of Work, incomplete technical proposal
(iv) incomplete Financial Proposal
(v) major inadequacies in the Tender offer
(vi) Tenderer requires an increase in Tender offer price during negotiations
(vii) failure to sign the Contract

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(viii) failure to provide the Performance Security

BMRCL decision in this regard shall be final and binding.

19. Eligible Source Countries of the Tenderer

Any Tenderer, from a country which shares a land border with India, to which the Govt. of India has not extended lines of credit or in which the Govt. of India is not engaged in development projects, will be eligible to bid in this Tender only if the Tenderer is registered with the "Competent Authority".

['Competent Authority and Procedure for Registration' shall be as defined in Annexure-I of Order (Public Procurement No. 4) dated 23.02.2023 issued by Ministry of Finance, GoI].

Note:

Tenderers are advised to note and comply with the contents of Order (Public Procurement No. 4) dated 23.02.2023 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, Govt. of India.

19.1 The successful Tenderer shall not be allowed to subcontract works to any Contractor from a country which shares a land border with India, to which the Govt. of India has not extended lines of credit or in which the Govt. of India is not engaged in development projects, unless such Contractor is registered with the "Competent Authority".

19.2 In this regard, the Tenderer shall provide a Certificate as per Proforma given in **'Annexure-H'**. If such certificate given by the Tenderer whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

B.QUALIFICATION CRITERIA

Sl. No.	Minimum qualifications prescribed	Documents to be provided in testimony of the possession of the qualification
1	Qualification cum Technical Package submission Form	On Tenderers Letter Head as per Format in Form-8A.
2	Should be PSARA (Private Securities Agencies (Regulation) Act 2005) compliant.	(i) Should be holding a valid license under PSARA 2005 as on date of submission of Tender and valid for the duration of Contract. (ii) Should demonstrate ability by documentary evidence like certificate from the existing / previous Clients to train supervisor / staff in security matters.
3	Experience of having successfully completed "**Security and Allied Services",** during last Seven (07) years ending last day of month previous to the one in which Tender is invited should be either of the following. 1. One similar completed service with annualised value not less than the amount equal to **Rs.15.37 Crore.** Or 2. Two similar completed services with annualised value not less than the amount equal to **Rs.9.61 Crore**. Or 3. Three similar completed services with annualised value not less than the amount equal to **Rs.7.69 Crore**. in any Metros/ Railways/ Airports/ Large PSUs/ Nationalized Banks/ Central/ State Government/Large PSUs/Large Private Sectors/ Reputed Organizations.	(i) Statement of Experience on Tenderer's Letter Head as per Format in Form – 8B. (ii) Client Certificate (with signature & stamp on client Letter Head) as per Format in Form–8B–1 indicating the following with date of issue of certificate. a. Contractor's Name b. Contract Name c. Scope of Contract d. Contract Value e. Period of Contract
4	Should have in the last **Five (05)** years i.e., 2020-21 to 2024-25 achieved in at least **Two [02]** Financial years, a minimum Financial Turnover of **Rs.38.43 Crore.**	Attested copies of the Annual Audited Financial Statement for each of the Five **(5)** Financial Years, 2020-21, 2021-22, 2022-23, 2023-24& 2024-25. A certificate from practicing Chartered Accountant shall be enclosed indicating the Turnover of each of Five **(5)** financial years : 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25 as per Annexure –D, Section -10.

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Sl. No.	Minimum qualifications prescribed	Documents to be provided in testimony of the possession of the qualification
5	Should have liquid assets and/or availability of credit facility of not less than **Rs. 4.80 Crore.**	Bank Credit line /Letter of Credit/ Certificate from Bank as per **Annexure - E** at Section - 10. **The Bank Certificate shall be specific to this Tender.**
6	Each Employee put on Security duty should have undergone Police verification and Training in the Training Institute approved by the Karnataka Police Department.	An Undertaking that this shall be complied with.
7	Registration with Department of Labour, GoK /GoI	Registration Certificate of the Establishment from Department of Labour, GoK / GoI
8	ESIC Registration	Registration Certificate under Employees State Insurance Act. (ESI Act)
9	PF Registration	Provident Fund Registration Certificate issued by the Regional Provident Fund Commissioner (PF Registration).
10	GST Registration	Certificate of Registration under GST
11	Professional Tax Registration	Professional Tax Registration Certificate issued by CTO, Government of Karnataka
12	IT Returns	Copy of IT Returns for the last Three (03) Assessment Years 2023-24,2024-25 & 2025-26.
13	PAN Card details	Copy of PAN card
14	a) Memorandum and Articles of Association of the Company and share holding pattern.	a) Copy of the Memorandum and Articles of Association & DIN details as appeared in ROC (As applicable).
	b) Form-D of Partnership Firm	b) Form-D issued by Registrar of Firms (As applicable).
	b) Sole Proprietorship	C) Registration Certificate.
15	Should possess valid ISO 9000 Certificate as Security and allied Service provider.	Self-attested copies of valid ISO 9000 Certificate

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Sl. No.	Minimum qualifications prescribed	Documents to be provided in testimony of the possession of the qualification
16	Litigation / Arbitration / Debarment / Blacklist.	Provide declaration as per Form 7E. a) A signed statement indicating details viz., Name of the Contract, Name and address of the Client, Year of Contract Award, Contract sum and current status in each case. b) Nil Declaration from the Tenderer that there is no litigation / arbitration/ debar/ blacklist case against the Tenderer as per Format-7E in section 7 c) Historical Contract Non-Performance, Pending Litigation and Litigation History. *Note:* *(i) Non-performance, as decided by the Employer, shall include all contracts:* *(a) where non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and* *(b) that were so challenged but fully settled against the contractor.* *(ii) Non-performance shall not include contracts where Employer's decision was overruled by the dispute resolution mechanism. Moreover, non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.*
17	Certificate of compliance of restrictions from bidders from countries sharing land borders with India	Declaration from the Tenderer Certificate of compliance of restrictions from bidders from countries sharing land borders with India as per Annexure-H of Section-10
18	Undertaking for Indemnity Bond	Undertaking in Form-7B towards providing Indemnity Bond as per Form 7D of Section 7 on Stamp Paper with a appropriate face value.
19	<u>Reinforcement:</u> The agency should have minimum **28%** of posted strength (as single) in barrack/hostel accommodation close to every Reach as Re-enforcement in case of any emergency / contingency / day to day need.	Undertaking by the agency that this shall be complied with. The successful Tenderer shall submit copy of the Notarized Rental Agreement to this effect.

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Sl. No.	Minimum qualifications prescribed	Documents to be provided in testimony of the possession of the qualification
20	Undertaking by the Tenderer for Minimum Tender Total Quote.	Undertaking by the Tenderer for Minimum Tender Total Quote as per Annexure-N

Note:

a. Service Contract completed in the span of Seven (07) years and services contracts commenced prior to Seven (07) years span and completed in the span of Seven (07) years shall be considered for work value criteria.

b. Ongoing contracts in the span of Seven (07) years shall also be considered for work experience, provided that the contract has successfully achieved the required work done value as specified in the above table in 'Security and Allied Services.'

c. Client Certificate: If the above service (s) comprise(s) other services also, then the Client's certificate shall clearly indicate the *value of work done and period* in respect of the "*Security and Allied Services*".

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SECTION - 3

SCOPE OF SERVICE

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SECTION-3
SCOPE OF SERVICES

Name of Service: Providing Security & Allied Services for **Depot, Stations, Viaduct, Track and Trains in Reach-1 and Reach-4B Sections** of BMRCL.

Objective:

REACH-1 section Six (06) Metro Stations Viz M G Road Station including RMAC, Trinity Station, Halasuru Station, Indiranagar Station, SV Road Station including Santhe, Baiyappanahalli Station and Baiyappanahalli Depot, Security surveillance room, Baiyappanahalli and staff quarters, Baiyappanahalli.

Reach-4B section consists of Five (05) Metro Stations i.e., Konankunte Cross, Doddakallasandra, Vajrahalli, Thalagattapura & Silk Institute.

Further details in respect of service are given below:

1. This involves providing comprehensive services in Security & Allied Services for **Reach-1 and Reach-4B**. The services may be required to be done during the day and night as per BMRCL requirement.
2. The Contractor will execute Security & Allied works with the uniformed and suitably trained personnel in Depot, stations, tunnel, viaduct / track and train coaches.
3. The tentative shift timings, subject to changes on operational grounds, for Security services are as follows:

   i) 06.00 A.M. To 02.00 P.M. (Day shift)
   ii) 02.00 P.M. To 10.00 P.M. (Day shift)
   iii) 10.00 P.M. To 06.00 A.M. (Night shift)
   iv) 10.00 AM To 06.00 P.M. (General Shift)
4. The security personnel shall report **half an hour early in each shift** for briefing and deployment.
5. Description of work Involved in providing Security & Allied services to the BMRCL properties including commercial establishments/retail shops attached to stations, the BMRCL personnel and the Metro commuters. It includes the following:

Sl. No.	Description of Services
1	Manning the entry and exits of Stations and frisking the entrants using metal detectors for security purposes. Each entry/exit shall be manned at least by one lady security guard for frisking and checking female commuters apart from a male guard for frisking of male passengers as per Standard Operating Procedure (SOP) laid down by BMRCL. Besides this, at entrances, two (2) Security Guards will check baggage using Baggage Scanners. Only personnel properly trained in baggage scanning system, frisking system and related security duties need to be posted at all points. The agency shall conduct “Refresher” training to the guards and supervisors on all security aspects including on baggage scanning and frisking once in 6 months without fail.
2	Each AFC gate array set shall be manned by the security person, who shall watch and ensure that only valid ticket holders enter and exit properly.
3	There shall be two to three security guards initially in each platform of the station in two day shifts and one security guard per platform in the night shift. The guards shall ensure the safety of the commuters and orderliness inside the stations premises. The security guards shall also have the duties of preventing unauthorized personnel in trains at terminal stations during turn back.

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Sl. No.	Description of Services
4	Shall watch, attend and properly deal with security risks like unattended objects, more than normal crowd, mischief by bullies, misbehavior etc.
5	Shall watch and ensure that unauthorized persons do not enter restricted area.
6	The security system should be such that there is a record of all the entrants. This is mainly done through the CCTV system, which is provided by BMRCL. Security agency should be capable of making good use of this facility for security purposes by deploying Computer qualified and trained personnel.
7	Every Station has private area meant only for BMRCL personnel. In this area, public should not be permitted to enter. All entries in this area should be only with the prior permission of the authorized BMRCL official.
8	The agency should register with due approval of BMRCL finger prints of the security personnel deployed (including substitutes not exceeding 20% of the required strength, to take care of absence of regulars) in the Biometric Attendance & Access System and only such Registered Security personnel should enter the BMRCL premises for providing security services and none else. The norm of entry & exit through the Biometric System as prescribed by BMRCL should be strictly followed and this shall form a daily data base in respect of attendance of the security personnel. Besides this, the agency should provide, as approved by BMRCL, identity cards for its security personnel who shall display the said card as part of his uniform.
9	Security personnel and Supervisors must perform duties as per the SOP of BMRCL which is a confidential document and will be provided to the successful Tenderer for compliance.
10	The security staff so deployed shall perform their duties as per the instructions of BMRCL from time to time. They shall take steps adequately to filter the articles which are prohibited in BMRCL area well in time.

6. Details of reach wise manpower for Security services inclusive of relievers:

Sl. No.	Reach	Security Supervisors	Security Guards	Total
1	Reach-1	42	299	341
2	Reach-4B	18	157	175
	Total	60	456	516

Deployment of Security Supervisors and Security Guards at Station Entrances, Scanners, Lifts/Escalators, Exit Gates and General Security for Platforms, Pump House, Ground Floor, Patrolling, AFC etc., shall be decided by CGM/Security & Fire or the officer nominated for this purpose from time to time and the Contractor shall deploy accordingly.

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SECTION - 4

GENERAL CONDITIONS OF CONTRACT

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SECTION – 4

GENERAL CONDITIONS OF CONTRACT

1. Definitions.

Unless the context otherwise requires, the terms whenever used in this Contract have the following meanings:

(a) **"Applicable Law**" means the laws and any other instructions having the force of law in India, as they may be issued and in force from time to time.

(b) "**Contract**" means the written Contract Agreement, the Letter of Acceptance, General Conditions of Contract, Special Conditions of Contract, Scope of Work, the Tender, the Notice Inviting Tender, Instructions to Tenderers, the Contractor's Proposal, the Schedules, Clarifications/addendum issued and such further documents which are listed in the Letter of Acceptance or Contract Agreement (when completed).

(c) "**Effective date**" means the date on which this Contract comes into force.

(d) "**Company**" or "**BMRCL**" or **"Employer"** means BANGALORE METRO RAIL CORPORATION LIMITED its legal successors and assignees.

(e) "**The Contractor**" means the Contractor to whom the work of providing Security & Allied Services is awarded under this Contract.

(f) "**Personnel deployed by the Contractor**" means all the personnel deployed by the Contractor i.e., Supervisory, support and other staff, for all the times, to carry out the functions relating to Security & Allied services under this Contract. All the personnel deployed under this Contract by the Contractor will be the Employees of the Contractor and not the Employees of the BMRCL in any way. Such personnel deployed will be the sole responsibility of the Contractor.

(g) "**Service**" means the services to be performed by the Contractor under this Contract.

(h) "**Security Services**" means providing protection and safety to the BMRCL's properties, personnel and the Metro commuters and visitors while they are in the Metro premises including in Metro Trains, and includes taking precautionary and preventive measures for this purpose. It also includes allied services like ensuring that only valid ticket holders get in the paid area of the stations through AFC gates.

(i) **"Engineer"** or **"Engineer's Representative"** means Executive Director (Operations & Maintenance) or his representative/s appointed from time to time by the Employer to act as the Engineer for the purposes of the Contract and notified as such in writing to the Contractor.

(j) Priority of Documents

(i) Contract Agreement
(ii) Letter of Acceptance
(iii) Employer's clarification, Addenda / Corrigenda issued to the Tender / Bid Document,
(iv) Pricing Document
(v) Scope of Service
(vi) Special Conditions of Contract [SCC]
(vii) General Conditions of Contract [GCC]
(viii) Contractor's 'Qualification cum Technical' and Financial proposals
(ix) All correspondence between the Tenderer/s and BMRCL from the date of issue of NIT and the date of issue of this LOA.
(x) Any other document forming part of this Contract.

2. Law governing the Contract:

The Contract shall be governed by all the relevant Acts and Laws of India, the rules, regulations and bye-laws of the concerned Public Bodies and Statutory Authorities.

3. Notices:

Any Notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the party to whom the Communication is addressed, or when sent by courier or by Registered post, fax, email to such Party at the address specified in the Tender Documents.

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4. Commencement of Services:

The Contractor shall commence the Services for each Reach on the date specified in the **Notice to Proceed (NTP)**. The Services for each Reach may commence simultaneously or on different dates. However, the Contract Period shall be deemed to commence from the date of issuance of the **first NTP**, irrespective of the respective commencement dates of the Services for each Reach.

5. Expiration of Contract:

Unless terminated earlier pursuant to Clause-7 below or extended otherwise**,** this Contract shall initially be for a period of One (**01)** year from the date of commencement of the Contract. The Contract may be extended for further period Year on Year upto two (02) years on same terms and conditions subject to satisfactory performance of the Contractor during the Contract period.

6. Right to review the services requirements and Manpower requirement:

The Company (BMRCL) reserves the rights to review the requirement of Services under this Contract periodically and accordingly increase or reduce the manpower as the circumstances may warrants. The requirement of manpower may increase or decrease during the period of initial Contract also. Any such decrease or increase in the service notified is binding on the Contractor and all the changes will be at the existing and agreed rates only and wage cost will be regulated accordingly based on actual deployment.

7. Termination:

BMRCL (Company/Employer) reserves the right to terminate the Contract by giving Three (3) months' notice under any one or more of the following circumstances;

i) Failure to maintain / provide the security Services as per the standards prescribed in the agreement.

ii) Failure to detect prohibited articles being carried by the passengers.

iii) Failure to provide adequate personnel to handle the job.

iv) Repeated instances of failures during security tests shall lead to termination of Contract.

v) If BMRCL has reason to believe that the Contractor has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

vi) BMRCL, in its judgment, has reasons to believe that the Contractor has breached any of the terms of Contract or lacking in their professional service and conduct, their performance, integrity have caused financial loss.

vii) Upon verification if instances of payment of salaries lower than that indicated in Tender document are noticed, the Contract is liable to be terminated.

viii) If the Contractor does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt of notice of failure from BMRCL or within such further time period as BMRCL may have subsequently approved in writing.

ix) If the Contractor (or any of their Members) becomes insolvent or bankrupt.

x) The Contract will be liable for termination, if the Contractor fails of remit any statutory payments (like ESI/PF/Professional Tax etc.) of all or any of his employees.

xi) If Contractor assigns the contract or any part thereof to any other person by subletting the whole or a part of the contract.

xii) The Contractor is not interested to complete / continue the contract for breach of terms & conditions of this agreement.

This agreement may be terminated by either partly or fully by giving Three (3) months' notice in writing of the intention to terminate without specifying any reason(s) for termination. On termination of the contract, the Contractor shall take steps to withdraw all employees in a smooth and orderly manner.

7.A. Procedure to be adopted in case of termination:

The following procedure shall be adopted for engaging a new contractor in case of termination.

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a) In case the stations fall in between other stations on either side executed by different contractors, then the stations shall be split amongst the two (02) Contractors on either side.

b) In case the stations fall is at the end of the reach, then the stations shall be awarded to the Contractor on the adjacent side.

c) Where there is a situation, the Contract cannot be split equally then the Contractor or any other situation, over and above (a) and (b), the Contractor with highest Turnover will given preference.

8. Disbursement of wages / salaries to the personnel deployed by the Contractor:

i) The Contractor shall disburse the wages to all the personnel deployed under this Contract through Bank account i.e., by RTGS / NEFT preferably on or before 5th of the succeeding month. **No cash payments shall be made**. Details of salary paid wage record statements for each month to Security guards / Supervisors through Bank to be submitted to BMRCL for records every month. The Contractor shall arrange to remit all statutory payments like PF, ESI/INSURANCE and Professional tax, GST etc., to the designated Statutory Authority along with the Contractor's portion of contribution, wherever applicable, at the applicable rates within the stipulated time limits. At no time shall the remittance of statutory payment be pending for more than two (02) months. **The Contractor shall issue individual pay slips indicating all the details of payment made to the staff**. **Failure to issue pay slips to staff will result in penalty of Rs. 1,000/- (one thousand only) for each reported instance of non-receipt of pay slips**. In the event of the Contractor committing default, the Company is entitled to recover or deduct from Contractor's bills to make statutory payments**. The details of the wages paid to the staff have to be furnished every month to the employer**.

ii) There shall be no deductions except statutory deductions like ESI/INSURANCE, PF, Professional Tax such deductions permitted under section 7 of Payment of Wages Act, 1936 and other if any notified by GoK/GoI.

iii) Contractor shall comply with all the provisions of all the relevant Labour laws as applicable and maintain proper records/ registers as required under the PF Act, ESI Act, and Contract Labour (R&A) Act, Minimum Wages Act including revisions in minimum wages as and when revised by the Government and other relevant enactments thereon. The Contractor shall furnish Indemnity Bond as per Form -7D before signing of the Contract.

iv) Contractor shall issue individual appointment orders furnishing the details of service for which they are engaged and the terms of their employment, including the rate of wage, rate of statutory remittances applicable and so on and shall maintain records there for, including date of joining and date of relieve etc. copies of appointment orders issued by the Contractor along with CV, photograph along with Police verification report and training certificate should be given to BMRCL for reference and records.

v) Contractor shall maintain the acquaintance register, pay roll register and other relevant particulars of all the personnel deployed under this Contract. The Contractor shall issue wage /salary slip every month indicating Basic and DA, ESI/INSURANCE, PF, Bonus, leave with wages, NFH, Uniform and washing allowance to all the personnel for whom wage /salary has been disbursed and submit a consolidated statement along with the invoices for reimbursement.

vi) In case, person deployed is absent on a particular day or comes late / leaves early on three occasions, one-day wage shall be deducted.

vii) The person deployed by the Contractor shall not have any claim or be entitled to pay, perks and other facilities admissible to ad-hoc, regular/confirmed employees of BMRCL during the occurrence or after expiry of the contract.

9. Payment of Bills:

9.1 Payment Procedure

(i) The Contractor shall have to pay the wages to its contract Labour by **5th of every month** and regularly pay the ESI contributions and PF contributions of its employees along with Contractor's share and administrative cost. Initially, the agency shall have to pay from its

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resources and then after making payment to its workers it can claim reimbursement of wages and statutory payments made to the respective organizations.

(ii) The Contractor shall raise monthly bills for the services rendered under this Contract in the name of BMRCL and submit the same for payment within **20th of the succeeding month**. The bills along with statement of wage register, attendance register, copies of pay/wage slips, Bank challan as proof for having paid wages shall be submitted with the station-wise manpower details

The bills also shall accompany separate copies [Hard and Soft copies] of wage sheets, Bank statements, attendance sheets of the wage month and statutory remittance challans like PF, ESI/Insurance, **Professional Tax** made in respect of employees deployed at BMRCL stations /sites for the wage month being claimed.

The bills will be paid within Thirty (30) working days of receipt thereof, subject to the Bills / other documents as above are in order, as per BMRCL.

(iii) If the Contractor does not receive payment from BMRCL due to technical reasons up to Three (3) months, the Contractor shall make all necessary efforts to liquidate credit facility benefit in the form of Credit Line, Letter of Credit, Overdraft etc. from their Banker as demonstrated by the Contractor during submission of his Tender for this Contract.

(iv) All payments under this Contract shall be made in Indian Rupees only.

(v) All payments under this Contract shall be made through RTGS/NEFT to the account of the Contractor as specifically declared by the Contractor and agreed by BMRCL.

(vi) No deductions shall be made other than those deductions allowed / permitted under Section 7 of the Payment of Wages Act, 1936.

(vii) The Contractor shall prepare separate Challans for all statutory remittance duly indicating in the challan that these remittances are against BMRCL LOA No. …… Dated……

(viii) The Contractor has to submit proof of payment of all statutory dues.

(ix) The agency shall not claim any amount in excess of the rates already approved and such claims will be treated as gross negligence and default.

(x) The agency shall enclose" Quality Assurance Report" every month duly countersigned and certified by CGM/Security & Fire or the officer nominated for this purpose of BMRCL.

(xi) All the issues related to Contract, monthly payments etc shall be communicated and processed through Security / HR / Finance Dept. of O&M Wing.

(xii) In case of non-receipt of complete documentation in support of its claim along with the Invoice, BMRCL shall make arrangement for making payments to the tune of 80% of the Invoice, to ensure that the payment to the staff are not affected. The remaining 20% shall be made only after the complete pending documents are submitted to the complete satisfaction of BMRCL in the following month. The Contractor shall ensure that the pending documents are submitted and the pending/ held up payments are released in the subsequent month. The documentation towards statutory payments, etc., of the preceding month shall be submitted along with the invoice for the 80% of the following month. The payment of the following month shall not be released without compliance of the 20% payment of the preceding month.

9.2 Taxes

BMRCL shall pay the GST as applicable as per law on the services provided by the Contractor.

10. Mode of Payment:

1. The Contractor shall raise the bill, in triplicate, along with attendance sheet duly verified by the authorized representation in respect of the persons deployed and submit the same to BMRCL by 20th day of the succeeding month. The bill, in proper form, must be duly accompanied by details of services carried out in that month and shall also be accompanied with the details of ESI/Insurance, EPF & Professional Tax deposit slip for the wage month. The Contractor's Bills shall be prepared

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and actual manpower deployed and the same shall be certified by officer-in-charge/authorized representative of respective section of the Office

2. The claims in bills regarding Employees State Insurance, Provident Fund etc. shall be necessarily accompanied with the documentary proof pertaining to the concerned wage month bill. A requisite portion of the bill/whole of the bill amount will be held up till such proof is furnished, at the discretion of BMRCL.

3. A Successful Tenderer shall submit necessary Bank details for Bill payment at the time of entering into contract.

11. TReDS Platform:

BMRCL has registered itself in TReDS platform for acceptance of contractor's bills (factor unit), in case the contractor opts for the same.

12. Legal:

(i) The Contractor shall pay the minimum rate of wages as per State Sphere – Dept. of Labour and Employment, Government of Karnataka under the scheduled employment – Security Agency - Industries and Establishments shall comply to the provisions of the Minimum Wages Act, 1948.

(ii) The Contractor shall be responsible for timely payment to the supplied manpower and statutory authorities and compliance of all statutory provisions relating to Minimum Wages, Provident Fund and Employees State Insurance etc., the Employees Compensation Act, 1923. in respect of the persons deployed by them in this office and facilities such, Holidays under Karnataka (National & Festival Holidays Act) 1963 & Karnataka Rules, Payment of Bonus Act,1965 & Karnataka Rules, Equal Remuneration Act,1976 & Karnataka Rules, there under Weekly Holidays and EL and sick Leave under Karnataka Shops & Commercial Establishment Act, 1964 & Karnataka Rules, Transgender Act, 2019, Right Person with Disabilities Act, 2016, Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, Professional tax and such other applicable Laws etc., as applicable. Any other statutory payments over and above the ones specified in the minimum wages (Cl. 6.3 of ITT) and which as per the Contractor needs to be included, shall be borne by the Contractor and the same shall be considered in its quote. BMRCL shall not be responsible for any payments over and above that mentioned in CL. 6.3 of ITT.

(iii) The Contractor shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by him to the office to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

(iv) The Contractor shall maintain all statutory registers under the applicable law. The Contractor shall produce the same, on demand, to the concerned authority of this office or any other authority under law.

(v) The Tax Deduction at Source (TDS) shall be deducted as per the provisions of the Income Tax Department, and GST applicable as amended from time to time and a certificate to this effect shall be provided to the agency by this Department.

(vi) In case, the Contractor fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the office is put to any loss/obligation, monitory or otherwise, the office will be entitled to get itself reimbursed out of the outstanding bills or the Security deposit cum Performance guarantee of the agency, to the extent of the loss or obligation in monetary terms.

(vii) The Contractor shall keep BMRCL Indemnified against claims, if any, of the workmen and all costs and expenses as may be incurred by the BMRCL in connection with any claim that may be made by any workmen. The Contractor shall also execute an Indemnity Bond as per Form-7D at Section-7 in favor of MD / ED-O&M, BMRCL, in the standard format, in this regard and furnish the same before signing of the Contract.

(viii) The Contractor shall keep the Employer, its servants or agents indemnified against claims, actions or proceedings brought or instituted against the employer, its servants or agents by any of contractors' employees or any other third party in connection with, relating to or arising out of the performance of the services under the agreement.

13. Contractor's Undertakings:

i) All services specified in the Tender shall be carried out under the care and supervision of the Contractor.

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ii) The Contractor shall not abruptly terminate the services immediately after the end date of the contract period. There shall be continuity in the services either by way of extension of this Contract or a new placement of the contract by the employer. Only on availability for the continuity of service, the contractor shall be allowed to terminate the services

iii) The Contractor shall possess the requisite experience and manpower required for the manpower indicated to discharge its obligations in accordance with the terms and conditions of this Contract and the Contractor shall be responsible for the services. The details of manpower that will be deployed for rendering services under this Contract shall be as per the details given by BMRCL in the Tender documents and the amendments if any agreed therefor by BMRCL.

iv) The Contractor shall neither incur any liability on behalf of the BMRCL nor make any Contract binding upon the BMRCL unless specifically authorized by the BMRCL.

v) The Contractor, during the term of this Contract shall not enter into any agreement Contracts or arrangements with any third party which will any way limit or adversely affect the exercise by the BMRCL of its rights under this Contract otherwise which will adversely affect the value of the Commercial Rights in any way.

vi) One person each shall be nominated by BMRCL and the Contractor as the respective interface for all kinds of information exchange. Each will be entitled to assume that approval given has the approval of the competent authority in the respective organizations.

vii) Where the Company instructs that a specific assignment / arrangement in respect of any service under this Contract to be undertaken within a specified time limits, it shall be mandatory on the part of the Contractor to comply with the same on the existing rates and terms & conditions.

viii) **The Contractor's service charge agreed in this Contract shall be the only sole remuneration of the Contractor for rendering services under this Contract**. The Contractor shall not accept any commission, discount, or similar payment in connection with the activities pursuant to this Contract or **profit from lower payments than at agreed rates to personnel engaged.** The Contractor shall use its best efforts to ensure that the personnel and agents deployed by them under this Contract shall not indulge in such activities.

ix) The Contractor and the personnel deployed under this Contract shall not disclose any proprietary or confidential information relating to the Services under this Contract or relating to the business activities of BMRCL without prior written consent of BMRCL.

x) The Contractor shall comply with all statutory provisions and benefits of all applicable laws. Any failure on their part in not complying with statutory provisions and not paying benefits thereof will lead BMRCL to deduct such benefits from the Contractors bills and pay to Contractor's staff besides levying penalties and terminating the Contract.

xi) The Contractor shall issue ESI card & ID card indicating designation.

xii) **Labour Welfare Fund:** The Contractor shall remit the employees' [Rs.50/-] & Employers' [Rs.100/-] contribution to Labour Welfare Fund in Form 'D' under Section 7A of Karnataka Labour Welfare Fund Act, 1965. BMRCL shall reimburse the Employers' contribution on production of proof of payment to the Contractor.

xiii) The Contractor shall ensure that the individual semi-skilled & unskilled manpower deployed to BMRCL confirm to the technical specifications of age, educational & skill qualification prescribed in the Tender Document.

xiv) The persons deployed by the Contractor in the office shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the Competent Authority.

xv) The Contractor shall be solely responsible for the Redressal of grievances/resolution of disputes relating to persons deployed. The office shall, in no way be responsible for settlement of such issues whatsoever.

xvi) In case of termination of this Contract on its expiry or otherwise, the persons deployed by the service providing agency will not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/any other capacity in the office.

xvii) **Re-inforcement**: The Security agency should have minimum **28%** of posted strength (as single) in barrack/hostel accommodation close to every Reach as Re-enforcement in case of any emergency / contingency / day to day need. The contractor shall submit copy of the

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notarized rental agreement to this effect. The nominated officials of Security department will visit and inspect the barrack/hostel accommodation once in every quarter.

14. Insurance to be taken:

i) "The contractor shall obtain Health insurance with accidental benefits, who are exempted from ESIC coverage to an extent of the amount which is equivalent to ESI cost i.e., 3.25% of the wages (Basic & VDA).

ii) The Copy of the valid Insurance copy shall be provided to BMRCL for verification along with the Invoice.

15. Accounting, Inspection and Auditing:

The Contractor shall keep accurate and systematic accounts and records in respect of the Services in accordance with the accepted accounting principles and shall permit BMRCL or its designated representative periodically and up to one year from the expiration or termination of this Contract to inspect the same and make copies thereof.

16. Disputes & Differences:

Decision of the Managing Director, BMRCL regarding performance of contract, levy of compensation for delay and payments for extra work done shall be final and binding on the contractor. However, any dispute arising out of this contract can be referred to an Arbitrator.

17. CLAIMS, DISPUTES AND CONCILIATION

17.1 Procedure for Claims

If the Contractor intends to claim any additional payment under any clause of these Conditions or otherwise, the Contractor shall give notice to the Engineer as soon as possible and in any event within 30 days of the start of the event giving rise to the claim.

The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at any other location acceptable to the Engineer. Without admitting the Employer's liability, the Engineer shall, on receipt of such notice, inspect such records and may instruct the Contractor to keep further contemporary records. The Contractor shall permit the Engineer to inspect all such records, and shall (if instructed) submit copies to the Engineer.

Within 30 days of such notice, or such other time as may be agreed by the Engineer, the Contractor shall send to the Engineer an account, giving detailed particulars of the amount and basis of the claim. Where the event giving rise to the claim has a continuing effect, such amount shall be considered as interim. The Contractor shall then, at such intervals as the Engineer may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further particulars. Where interim accounts are sent to the Engineer, the Contractor shall send a final account within 30 days of the end of the effects resulting from the event.

If the Contractor fails to comply with this Sub-Clause, he shall not be entitled to claim any additional payment.

17.2 Amicable Settlement

The Employer and the Contractor shall make every effort to resolve amicably through negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

17.3 No legal action till Dispute settlement procedure is Exhausted

Any and all Disputes shall be settled in accordance with the provisions of Clause 16. No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute resolution procedures set out in Clause 13 shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.

17.4 Notice of Dispute

For the purpose of Sub-Clause 17.5, a Dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter called a "Notice of Dispute") stating the nature of the Dispute provided that no such notice shall be served later than 30 days after the date of issue of Performance Certificate by the Engineer.

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17.5 Two Stages for Dispute Resolution

Disputes shall be settled through two stages:

a. Conciliation procedures as established by "The Arbitration and Conciliation Act-1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and in accordance with this Clause. In the event this procedure fails to resolve the Dispute then;

b. Conciliation procedures undertaken as provided by "The Arbitration and Conciliation Act - 1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and in accordance with this Clause.

17.6 Conciliation

Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to conciliation.

Conciliation proceedings shall be initiated within 30 days of one party inviting the other in writing to Conciliation. Conciliation shall commence when the other party accepts in writing this invitation. If the invitation is not accepted, then the Conciliation shall not take place. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends the invitation, he may elect to treat this as a rejection of the invitation to conciliate and inform the other party accordingly.

The Conciliation shall be undertaken by one Conciliator selected from a panel of Conciliators maintained by the Employer. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner.

17.7 Conciliation Procedure

The Employer shall maintain a panel of Conciliators with requisite qualifications and professional experience who shall be from serving or retired engineers of Government Departments, or of Public Sector Undertakings. Out of this panel, a list of three Conciliators shall be sent to the Contractor who shall choose one of them to act as Conciliator and conduct conciliation proceedings in accordance with "The Arbitration and Conciliation Act, 1996", of India & amended by the 'Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof".

In the event of the Contractor not choosing the Conciliator from the panel furnished by the Employer, within a period of 30 days, the Employer is at liberty to choose and nominate a Conciliator from the same panel and communicate to the Contractor which will be final and binding on the Contractor.

The Employer and the Contractor shall in good faith co-operate with the Conciliator and, in particular, shall endeavour to comply with requests by the Conciliator to submit written materials, provide evidence and attend meetings. Each party may, on his own initiative or at the invitation of the Conciliator, submit to the Conciliator suggestions for the settlement of the dispute.

When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, the Conciliator may reformulate the terms of a possible settlement in the light of such observations.

If the Parties reach an agreement on a settlement of the dispute, they may draw up and sign a written settlement agreement. If requested by the Parties, the Conciliator may draw up, or assist the Parties in drawing up, the settlement agreement.

When the Parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively.

The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each of the Parties.

As far as possible, the conciliation proceedings should be completed within 60 days of the receipt of notice by the Conciliator.

The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

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17.8 Termination of Conciliation Proceedings

The conciliation proceedings shall be terminated:

a. by the signing of the settlement agreement by the parties on the date of agreement; or

b. by written declaration of the conciliator, after consultation with the parties, to the effect further efforts at conciliation are no longer justified, on the date of declaration; or

c. by a written declaration of the parties to the conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration; or

d. by a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of declaration.

17.9 The reference to Conciliation shall proceed not withstanding that the Works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, Engineer and the Contractor shall not be altered by reasons of Conciliation being conducted during the progress of the Works. Neither party shall be entitled to suspend the work or part of the work to which the dispute relates on account of conciliation and payments to the Contractor shall continue to be made in terms of the Contract.

The following are the list of excepted matters in conciliation:

a. Assistance by the Employer for the Stores to be obtained by the Contractor
b. Illegal Gratification
c. Provisions of Payment of Stipends Act
d. Provisions of Contract labour (Regulation and Abolition) Act, 1970.
e. Provisions of Workmen's Compensation Act.
f. Provisions of Mine Act.
g. Right of Employer to determine the contract
h. Payment on determination of contract by the employer.
i. Determination of Contract owing to default of the Contractor.

18. Court jurisdiction:

For all matters arising out of this Contract, either between the Contractor and the Company, between the Personnel deployed and the Contractor or between the Personnel deployed by the Contractor and the Company, the jurisdiction of the court shall be at Bengaluru.

19. Loss caused by the Contractor:

If any loss or damage is caused to the Company by noncompliance of the obligations under this Contract by the Contractor, the Contractor is liable to make good such losses and the Company shall be entitled to recover the same from the Contractor, from its bill or from Performance Bank Guarantee and BMRCL's decision in this regard shall be final and binding on the Contractor. In case of theft / damage caused to BMRCL property due to negligence / slackness in performance of duty by security guards and their supervisors, the amount of loss will be made good by recovering from the monthly bills of the Contractors. BMRCL shall not be responsible for any damages, financial losses, claims or injury to any person deployed by Contractor in the course of their performing the functions/duties, or for payment towards any compensation.

20. Corrupt and Fraudulent practice:

It is BMRCL's policy that the Tenderers observe the highest standard of ethics during the execution of the service. In pursuance of this policy, the BMRCL:

(i) Defines, for the purposes of this provision, the terms set forth below as follows:

(a) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution; and

(b) "Fraudulent practice" means any omission/ misrepresentation of facts in order to influence a selection process or the execution of a Contract to the detriment of BMRCL, and includes collusive practices among Tenderers (prior to or after submission of

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proposals) designed to establish prices at artificial, noncompetitive levels and to deprive BMRCL of the benefits of free and open competition.

(ii) will reject a proposal for award if it determines that the Contractor recommended for award has engaged in corrupt or fraudulent activities in competing for the Contract in question;

(iii) will declare a Tenderer ineligible, either indefinitely or for a stated period of time if it at any time determines that the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing; and

(iv) Will have the right to require that, BMRCL to inspect Contractors' accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by BMRCL.

21. Force Majeure:

Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure. In the event of Force Majeure lasting for more than three months, either party may, following consultation with the other give a notice of termination.

22. Compliance with Statutes, Regulations and Laws;

The Contractor shall familiarise themselves and conform to the requirement in all aspects with:

(a) The provision of any laws/enactment in India as applicable from time to time.
(b) The Contractor shall be bound to give all notices required by statute, regulations or bye-laws, as aforesaid and to pay all fees and bills payable in respect thereof.
(c) The ignorance of Rules, Regulations and Bye-laws shall not constitute a basis for any claim at any stage of work.

The Contractor shall indemnify the Employer against all penalties and liabilities of every kind of breach of any such enactment, laws, regulations, bye-laws or rules.

23. Assignment by the Employer

The Employer shall be fully entitled without the consent of the Contractor, to assign the benefit of the Contract or any part thereof and any interest therein or there under to any third party.

24. Sub-Contractors

The Contractor shall not Sub Contract the work in part or whole.

25. Mandatory/ Compulsory Compliances

(i) The Contractor shall identify the exact number and names of staff for a particular Station Site to be placed in service as per the tender requirement i.e., including 16.67% towards weekly off and submit the details to BMRCL. The Contractor shall provide Bio-data of each person along with passport size photo deployed by him, in the format prescribed by BMRCL at Annexure – J of Section-10.

(ii) The Contractor shall provide the list of additional staff to be deployed for a particular station /site will be identified as 'Reserves' (suitably trained and able to take over the responsibilities independently) to cater to any exigencies, including absenteeism (at least 20%) over and above as mentioned at (i). The Contractor shall deploy only such staffs that are on the rolls of the Contractor. The Contractor shall always ensure that staffs are deployed on a regular basis without substitutes and wherever it is done, it should not exceed 20% of the total deployment. The Contractor shall not be allowed to change /substitute staff frequently which in case should not exceed 20% of the total manpower provided by the Contract. The Contractor shall furnish the list of total manpower + 20%, 6 days before the commencement of services and shall deploy only such staff whose names are in the list.

(iii) **Deployment chart**: A chart showing the monthly deployment of manpower (roster system –station wise) shall be submitted within 6 working days prior to the date of commencement

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of the service. Also, The Contractor shall issue the letter of deployment to every deployed manpower and a copy of same shall be submitted to HR & Security Department of BMRCL.

(iv) The Contractor shall provide a substitute within 10 days in the event of any person leaving the job due to his / her personal reasons. The delay by the agency in providing a substitute beyond 10 working days will attract pre-agreed liquidated damages @ Rs. 1,000/day/person on the service providing agency.

(v) The manpower deployed to particular station shall work continuously for a minimum period of One month, and shall not be transferred to other stations.

(vi) The staff so identified for deployment to the stations/site including weekly off and reserves as mentioned at (i) & (ii) above shall only be posted for duty on roster basis. The monthly claims of the Contractor shall be regulated based on the deployment of staff details as declared to BMRCL.

(vii) The Contractor shall furnish the following documents in respect of the individual Security Supervisor and Security Guard deployed by them in BMRCL in the given time limit;

d) List of Persons deployed
e) Bio-data with antecedent details of the persons deployed
f) Birth proof
g) Copy of Aadhar Card
h) Copy of Identity Cards issued by contractor bearing photograph
i) Identity proof & residential proof document

(viii) No staff shall be permitted to continue beyond one shift (no overtime), mandatorily (i.e., no person can do double shift at the existing site or at any other place of BMRCL), except in exceptional cases, where the contractor has to inform nominated officer of BMRCL, for which the contractor has to bear the additional expenditure, if any and BMRCL will not entertain any claim in this regard. However, in case of any emergency, the Contractor shall deploy additional trained personnel from his reserves as per the requirement of BMRCL.

(ix) The staff should be working in the allotted station / site / only and should not be made to work in any other station/ site of BMRCL. However, in case any changes in allotment of the work is found necessary; it should be done only after a suitable arrangement is made for alternative replacement. Also, the same should be brought to the notice of nominated officer, BMRCL and approval obtained for the same.

(x) The manpower agency shall have to maintain all documents such as muster roll and wage register, leave register, deduction register etc.., at the place of working pertaining to its employees.

(xi) The Contractor shall ensure availability of the requisite number of staff at all times during the execution of the contract.

(xii) The Contractor shall ensure Biometric attendance, mandatorily of all the staff including reserve and to ensure that no person's data is repeating at any other station, other than that station/site identified. The staffs deployed in the shifts have to record their attendance 3 times in their respective shift i.e. at the beginning of the shift, middle of the shift and at the closure of the shift timings.

(xiii) The Contractor in the appointment letter to each staff, shall provide the details of the salary including various heads under which the payment shall be made and the leaves (weekly off/ leave with wages), the staff shall be eligible.

(xiv) The Contractor shall ensure that he is able to meet the service requirement out of the pool of staff of 20% reserve as per (II) above, In case of failure to meet any replacement out of the pool, a penalty of Rs. 1,000.00 shall be levied per incident.

(xv) The Contractor shall provide the copies / details of pay slips of every staff clearly identifying the various heads under which the payment/ recovery (statutory) has been made (identifying Basic, VDA etc.) to the staff and furnish the copies / details of pay slips along with invoices every month.

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(xvi) The Contractor shall provide the Bank statement of the salary payment made to each staff and exclusive for the staff working in BMRCL.

(xvii) The Contractor shall submit the details of statutory payments like ESI/INSURANCE, PF&PT remitted to the Authorities on monthly basis against each staff in their concerned account and shall be exclusive to BMRCL only.

(xviii) The Contractor shall provide the details of PF/ ESI/INSURANCE to the staff in their salary slip and the copy of the same to BMRCL.

(xix) The Contractor shall provide ESI cards to all the staff on rolls for the Contract with BMRCL.

(xx)The Contractor shall provide UAN [Universal Account Number] provided to each member of the Employees' Provident Fund Organization [EPFO] to all the staff on rolls for the contract with BMRCL.

(xxi) The Contractor shall notify/publish the wages payable as per tender conditions on the notice boards at all stations for the information of all his employees deployed in the BMRCL sites. The contractor shall enclose a copy of such notification notifying the wages and statutory payments payable as per tender conditions displayed on the notice board every month along with invoices.

(xxii) Security Supervisor/Security Guard appointed or deployed for Metro duties shall serve for a period of minimum "six months". In case of failure to meet the requirement, a penalty of Rs.5000.00 per incident shall be levied.

(xxiii) It shall be the duty of the Contractor to remove all the persons supplied by him on termination of the contract on any ground whatsoever and ensure that no person shall create any disruption / hindrance / problem of any kind to BMRCL.

(xxiv) **The Contractor shall strictly refrain from demanding, collecting, or accepting any advance payment, deposit, security amount, guarantee amount, or any other form of monetary consideration from deployed staff/personnel under any pretext whatsoever, including but not limited to safety deposit, guarantee, uniform charges, or employment assurance.**

Bangalore Metro Rail Corporation Limited views any such practice seriously, and any violation of this clause shall be treated as a breach of contract, liable for appropriate penal action including termination of contract, recovery of dues, and/or blacklisting, as deemed fit by BMRCL.

(xxv) **The Contractor shall not make any other unauthorised deductions /recoveries from the employee's monthly wages or neither indulge in collecting/ extracting money in any form subsequent to payment of monthly wages.**

(xxvi) The Contractor shall not terminate or remove any staff from the services without the knowledge of BMRCL. In the event of any termination of his staff is required to be made for any reason what so ever, he shall do so with the prior intimation to BMRCL in writing justifying the need for such action without which it shall not be allowed.

(xxvii)The Contractor shall submit copies of half yearly and yearly returns filed with the statutory authorities from time to time to BMRCL. The copies of records/ registers/returns so submitted to Labour Dept. / State Govt. Agencies or any other statutory agencies from time to time / as and when due shall be furnished to BMRCL for records without fail for having complied with such provisions. The failure to furnish such copies from time to time will be liable for penalties as deemed fit by BMRCL.

(xxviii) As per Karnataka Industrial Employment [Standing Orders] [Amendment] Rules, 2019 vide Notification No. LD 268 LET 2016 (P1) dated 07/12/2019, the Contractor shall mandatorily give priority appointment to Kannadigas who are residing in Karnataka for not less than 15 years and are able to Read, Write and Speak Kannada language.

(xxix) The Contractor / man power agency in Contract with BMRCL employees, if the Contractor does not receive payment from BMRCL due to technical reasons up to 3

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months, the Contractor shall make all necessary efforts to liquidate credit facility benefit in the form of Credit Line, Letter of Credit, Overdraft etc. from their Banker as demonstrated by the Contractor during submission of his bid for this Contract.

(xxx) The Contractor will be required to submit a copy of challan / abstract / statement of the amount deposited on payment and statement showing the name of workers along with their father's name, their EPF/ESIC no. and their share deposited in each account will be required to submitted to BMRCL with the ensuring monthly bill every month, failing which the payment of the following month will be withheld. BMRCL will be at liberty to release payment in favour ESIC/EPF & other Statutory Authorities in shape of Demand Draft/NEFT/RTGS drawn in favour of the concerned authorities.

The Contractor shall be responsible to ensure issue of Annual Statement Containing Balance as on 31st March every year in respect of employer's & employee's contribution to its employees. Such Annual Statements are issued by the Regional Provident Fund Commissioner and submit the same to BMRCL before 30th April of every year.

(xxxi) The Contractor will be bound to share the information with BMRCL relating to RTI queries.

(xxxii) During the Contract period (including extended period), the Contractor shall abide by all laws which BMRCL is governed by. The Contractor will not have any exemption in this prospect.

(xxxiii) Government of Karnataka has directed all Government organizations for deployment of 33% women employees in outsourcing services vide Circular dated 19/05/2023. Accordingly, the Contractor shall mandatorily appoint and deploy 33% women employees out of total manpower strength notified in this Tender.

Any deviation from the above will be deemed as a deviation from the Contract terms and will amount to strict action from BMRCL as per the contract conditions including short closure of the contract/ termination or get the service from any other agency at the risk and cost of the Contractor.

26 Transfer of Liabilities:

In the event of exigencies arising due to the death, infirmity, insolvency of the Contractor or for any other reasons or circumstances, liabilities of the Contract shall be borne by the following on such terms & conditions, as BMRCL may think proper in public interest;

"Legal heirs, in case if the Contractor being sole proprietor".

27 Cost of Contract Agreement:

The successful bidder shall be required to execute an agreement on the format approved and supplied by BMRCL on stamp papers of appropriate value at his own cost.

28 Order for arrangement of documents to be submitted by the successful agency before deployment of Security Personnel.

List of Security Supervisors and Security Guards shortlisted for deployment in BMRCL with details of the employees as follows:

1. Bio-Data of all persons in the format prescribed by BMRCL at Annexure – J of Section-10.
2. Birth proof of the candidates
3. Letter of deployment from the contractor.
4. Copy of Aadhaar card of the candidates
5. Contract agreement duly signed as per Annexure "C"
6. Data Security Certificate as per Annexure "I"
7. Identity Cards issued by contractor bearing photograph, Identity proof and residential proof of each employee.

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SECTION - 5

SPECIAL CONDITIONS OF CONTRACT

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SECTION-5

SPECIAL CONDITIONS OF CONTRACT

1. General

1.1 All works for Security & Allied services should be carried out as specified in Section-3: Scope of services.

1.2 The Train operating hours is from 05.00 hrs to 23.00 hrs and non-operating hours are from 23.00 hrs to 05.00 hrs. If there is any change in the non-operational hours, the same shall be intimated to the Contractor as and when such timing changes. The Contractor has to reschedule security services accordingly.

2. Machineries, Equipment and Gadgets:

2.1 Baggage scanners, DFMDs, HHMDs and Frisking Booths shall be provided by BMRCL. Security personnel posted at the entrances should be trained in handling security gadgets. Contractor will be held responsible for mishandling/damage to security gadgets provided by BMRCL. Such amounts will be assessed jointly by BMRCL, Contractor and OEM. The amounts so determined will be recovered from the Contractor which shall be final and binding.

2.2 BMRCL shall conduct decoy tests any number of times at its discretion and if the efficiency and effectiveness of the security personnel posted at the entrances for scanning, frisking is found to be wanting, a penalty of Rs.1,00,000/- (Rupees One Lakh only) will be imposed upon the security agency for every such instance and will be recovered from the bills.

3. Security & Allied Services Personnel:

3.1 All the Security Supervisors shall be PSARA certified which is mandatory. The Security Supervisors should have passed minimum PUC / Equivalent exam, should be able to mandatorily read, write and talk in Kannada language. Similarly, Security Guards shall be PSARA 2005 certified. The Security Guards should have passed minimum SSLC/Equivalent exam and should be able to mandatorily talk and understand Kannada language.

3.2 The personnel deployed for the Security & Allied services should be healthy, qualified and trained in the relevant work possessing training certificate from a recognized institute and should have the knowledge of safety procedures. All the personnel deployed should have undergone “Medical checkup” and be covered with all statutory requirements like PF, ESI/INSURANCE, etc. at the cost of the Contractor. The payment to personnel deployed should be made through bank except in unavoidable circumstances. Details of payments should be submitted with next month bill**.** In respect of each person deployed, a CV shall be provided giving name, address, educational qualification, experience, PF, ESI Nos., training undergone with period and name of the Training Institute recognized by Govt., agencies for such training. Normally, PF and ESI Nos. should be given which would indicate that the person deployed has experience. However, in case of new personnel, who otherwise qualify with training etc., the PF and ESI Nos. shall be given within one month of deployment. The number of such new persons shall not exceed 20% of the total persons deployed. The Contractor shall not deploy any person on Over Time (OT) and in case if OT is resorted to on any account, the Contractor shall pay OT payment along with the applicable statutory payments to staff deployed on OT. If the Contractor fails to make such payments, BMRCL will deduct such payments and release only after the Contractor shows the proof of having disbursed OT payment. BMRCL will not pay OT payment under any circumstances.

Each monthly bill shall accompany a bank remittance challan, for having remitted PF amount exclusively for Employees’ deployed by the Contractor in BMRCL along with a statement indicating the names and the PF amounts remitted. The total PF amount remitted for the month should tally with the amount mentioned in the bank challan. The same holds good for ESI remittance also. Besides this, the Contractor shall submit copies of the half-yearly/annually PF & ESI Returns filed by them, duly acknowledged by the PF & ESI authorities. The Contractor shall arrange to provide monthly wage slips as per Clause 8 (iv) of GCC to each employee indicating the details of payment and statutory deductions made there from. Failure to issue

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pay slips to staff will result in penalty of Rs. 1,000/- for each reported instance of non-receipt of pay slips.

3.3 Number of minimum manpower required for Security & Allied services shall be as mentioned in **Form-8C(R1)** and **Form-8C1(R4B).**

3.4 "BMRCL reserves the right to vary the deployment, if so required".

4. Communication facility:

Each Supervisory staff shall be given a mobile telephone, which shall be used by them round the clock and list of such mobile numbers shall be made available to BMRCL, the cost of which shall be borne by the Contractor.

5. Accidents:

5.1 It shall be the sole responsibility of the Contractor to adopt all the safety measures and deploy security personnel who are adequately trained in safety.

5.2 If any accident occurs within the BMRCL premises due to security operations or due to negligence on the part of the Contractor's personnel it shall be the full responsibility of the Contractor.

5.3 In case of accidents, including fatal accidents, involving BMRCL staff including outsourced staff or public or animals/ birds / reptiles etc., affecting metro services or public in BMRCL premises / adjoining BMRCL premises, the security personnel shall assist BMRCL in all respects including cleaning of the accident spot by duly implementing the safety norms / instructions of the investigation team, if any with regard to protection of evidence.

5.4 If any damage occurs to the structures / material and equipment due to lapses in security, the cost of damage will be recovered from the Contractor's bill.

5.5 Contractor shall be solely responsible for safety of his Employees, Employed by him.

6. Safety & Display of Signage's:

6.1 Contractor shall adopt the necessary security/safety procedures to avoid any type of accidents to passengers, BMRCL's personnel, any other personnel & to avoid damages to station assets.

6.2 The Contractor shall display necessary signage's like "do not cross barricade/ danger" etc while carrying out the work. The type of signage's will be got approved from BMRCL or its authorized representative.

7. Uniforms, Name badges & Photo identity cards:

All Supervisory staffs and support staff shall wear neat & smart Uniform (Shirt, Pant, Shoes, cap, belt, baton etc.) with the logo of the Contractor's Firm along with Identity Card provided by the Contractor every day during working hours. The persons deployed shall observe all etiquette & protocol as instructed by CSO, BMRCL while performing duty & shall be proper formal dress. No Contractor's staff is to be found without uniform while on duty. If any staff is found without proper uniform, a penalty of Rs.250/- (Rupees Two Hundred Fifty only) will be levied on each occasion. All Supervisory and support staff shall be provided with Name badges & Identity Cards with photographs incorporating security features like hologram. A database of the Identity Card holders shall be kept updated in the manner approved by BMRCL. Necessary Personnel protective Equipment's shall be provided by the Contractor as per ISI requirements. Guards to be equipped with torches and lathis during night shift.

The Contractor shall get the Police verification done for all the personnel deployed and shall deploy only those persons whose Police verification has been got done. Copy of such police verification along with copies of documents like Aadhar Card/Voters ID/Pan Card/Driving License etc., shall be provided to BMRCL before the commencement of the services for records.

8. Provision of Extra Manpower

8.1 The manpower requirement may be increased or decreased as per actual requirement at site for which payment shall be made at the Contracted rates. BMRCL reserves the right to approve the number of staff required for manpower indicated to be deployed at each station. BMRCL may require the Contractor for replacement of staff if their performance is not found satisfactory.

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In case of non-deployment of staff by the Contractor as stipulated by BMRCL, BMRCL may at its discretion, employ the required staff / manpower at the risk and cost of the Contractor. This shall be binding on the Contractor.

8.2 During any urgency or during any special Programmes / events etc. additional manpower, as approved by the Unit Head/ED-O&M/Director-O&M, should be made available for services not covered under scope of service. For extra manpower deployment, payment as per the Contracted rates will be made on verification of the requisition.

8.3 The Contractor should be ready to provide any additional manpower required for deployment in any BMRCL reaches/ stations/ offices/ sites or any other places as may be required by BMRCL on time to time, as per the prevailing conditions. For such extra manpower deployment, payment shall be regulated as per same rates, terms and conditions.

8.4 The Contractor should be ready to take over of stations, Depot, site etc., in case of another Contract being short closed or terminated either for this contract or any other contract to ensure continuity in services as per same rates, terms and conditions.

8.5 The contractor should be large enough to be able to deploy or demobilize the requisite number of persons for the manpower indicated at short notice without much problem. The contractor should not come up with plea that they need more time for new recruitments for deployment etc.

8.6 The Contractor shall provide “Stationery items” like Registers, File covers, White papers etc., to each station as duty Register / Attendance Register / Baggage Scanning duty rotation Register / Lost & Found Article Register, including any new requirement to meet the service exigencies, etc., as per the approved list of Registers by BMRCL. The cost of the same shall be borne by the Contractor.

9. **Basis for payment:**

The biometric attendance records as certified by the ASO/SO/ACSO/DCSO in charge of the stations /entry & exit as recorded in the stations shall be the basis for payment in respect of wages for all persons deployed by the Contractor. The Contractor shall ensure that all his staff enroll/ register in the Biometric system for recording attendance daily. If requisite number of personnel for the number of manpower is not deployed, it shall be construed as deficiency in performance of the Contract. The primary entry made in respect of entry and exit of the personnel every day shall be the basis for preparing the daily record of activities carried out in each shift, which shall be in format approved by BMRCL. The Contractor shall raise the bill on the basis of a monthly summary of the activities (in a format approved by BMRCL) executed and verified by the Contractor & BMRCL Official. The payment shall be made for the actual work executed. In case, person deployed is absent on a particular day or comes late / leaves early on three occasions, one-day wage shall be deducted.

10. Security Guards (also called by name support staff-under security services) should be well versed in the operation of security equipment like baggage scanners, hand held metal detectors etc. and should possess the requisite training certificate there for and the same shall be specifically mentioned in the CV referred to in clause-3.2 above.

11. To avoid monotony and lack of concentration, the duties of the security guards within the shift should be changed / swapped at the end of every two hours. For example, the security guard doing general security duty at the end of two hours might come to the entrance for frisking etc. and the security guard doing frisking may take up his security duty, and so on. However, such change should be as decided by the Security Supervisor, with a due record in the Register meant therefore.

12. The Security Guards should have good physique so as to face and handle bullies and mischief mongers in the BMRCL premises including the coaches. The maximum age should not exceed 45 years. The minimum physical requirements shall be:

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Particulars	Men	Women
Height	165 cm	152 cm
Chest	75-80 cm	NA
Weight	(Proportionate to height & age as per BMI Chart).	

13. The Security Guards should have had general security training as well as specific training regarding metro security. The training regarding Metro security shall be imparted by BMRCL free of cost. If any such trained Contractor's staff leaves the Contractors employment such training cost will be recovered from the Contractor's bills. However, man-hours spent during such training shall not count for wages payable by BMRCL. The Contractor shall get the Police verification done at his cost, for all the personnel deployed and shall deploy only those whose Police verification has been got done.

14. The Security Supervisor and Security Guards should be fully aware about the preventive security measures as well as measures to be taken when any untoward incident happens. The security guards shall be provided with lathis, ropes and equipment for crowd mob control. They should know the chain of command including contact numbers etc. of the concerned in the security set up for immediate communication. They should be aware of contact numbers of hospitals, taxi services available etc. so that in emergencies they can rush the concerned for medical aid without loss of time. The security guards should also assist and guide the commuters whenever required. They should be fully aware of the facilities available with BMRCL for the commuters. They should be courteous and polite in their behavior.

15. The requisite number of security guards shall always man the duty areas and shall leave their duty only after the reliever takes over the duties. In case of short supply in the sanctioned strength and leaving the duty before arrival of the reliever, a penalty of Rs. 500/- [Rupees Five Hundred only] per Guard per day will be levied.

16. The Contractor should provide the services of security guards and the security supervisors, who are acceptable to BMRCL. If BMRCL desires any change, for reasons given in writing, the change should be effected to the satisfaction of BMRCL, and failure in this regard by the Contractor will attract a penalty of Rs. 10,000/- [Rupees Ten Thousand only] per failure.

17. No person shall enter the paid area of the station without valid ticket or card, and the same shall not be allowed by the security guards. If any person is found in the paid area without such valid ticket or card, then the same shall be construed as failure in the duty of the security system provided by the Contractor. In such a case, besides enquiry, there shall be spot fine of Rs. 5,000 to Rs. 10,000.

18. The agency shall be penalized each time maximum to the tune of Rs. 2,00,000/- for breach of contract agreement, violation of procedure, misconduct, breach of security norms, negligence, dereliction of duty by its Security Personnel.

19. Contractor shall deploy sufficient work force at the Metro Stations and shall not require the persons deployed, to work overtime or claim extra or double wages.

20. In case, the person employed by the Contractor commits any act of omission / commission that amounts to misconduct / indiscipline / incompetence, the Contractor shall be liable to take appropriate disciplinary action against such persons, including their removal from the site of work.

21. The Contractor shall replace immediately any of its personnel found unacceptable to this office because of security risks, incompetence, conflict of interest, improper conduct etc upon receiving a notice from BMRCL.

22. Contractor shall be solely accountable for violation of any Labour law.

23. The contractor shall mandatorily ensure that no Security staff /including Supervisor be stationed in a single station /location for more than a year. Also, it shall be ensured that no staff /Supervisor shall be repatriated back to the same station, before completion of a year i.e., in the course of contract period of five (05) years, the staff shall carry out their duties in five (05) different stations /locations.

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In case of non-compliance of the same, a fine of Rs. 1,000/- shall be levied per instance per month.

24. **Variation**

BMRCL reserves the right to vary the Contract to the extent of 25% either way during the currency of the Contract at the same agreed Terms and Conditions and at prevailing rates. For variation purpose the wages as applicable at the time of issuance of LOA only shall be considered. In other words, year on year increase in wages shall not have an impact on the variation.

25. **New Labour codes:**

The Contractor shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four (04) Labour Codes (including the New Labour code 2025) i.e., the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

BMRCL shall arrange for reimbursement of the same as applicable as per Law.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Contractor shall, therefore, be responsible for ensuring compliance under:

- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove;

and

- All operative provisions of the erstwhile Labour Laws until their complete substitution.

.

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Contractor. Any noncompliance shall constitute a breach of the contract and shall entitle BMRCL to take appropriate action in accordance with the contract and applicable law.

26. **Debarment from Bidding:**

The Contractor shall be liable to be debarred in case of Non-Compliance with Rule 151 of GFR 2017 and its latest amendments.

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Contractor

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SECTION - 6

EVALUATION OF TENDER DOCUMENTS

1 EVALUATION OF QUALIFICATION DOCUMENTS

2. EVALUATION OF TECHNICAL PROPOSAL

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SECTION-6

EVALUATION OF TENDER DOCUMENTS

1. The Evaluation of the document submitted by the Tenderer is done in the following manner.

Sl. No.	Minimum qualifications prescribed	Whether Tenderer has min qualifications prescribed [Write Yes or No or NA	Documents to be provided in testimony of the possession of the qualification	Page no
1	Qualification cum Technical Package submission Form		On Tenderers Letter Head as per Format in Form -8A	
2	Should be PSARA (Private Securities Agencies (Regulation) Act 2005) compliant.		(i) Should be holding a valid license under PSARA 2005 as on date of submission of Tender and valid for the duration of contract. (ii) Should demonstrate ability by documentary evidence like certificate from the existing / previous clients to train supervisor / staff in security matters.	
3	Experience of having successfully completed "**Security and Allied Services",** during last Seven (07) years ending last day of month previous to the one in which Tender is invited should be either of the following. 1. One similar completed service with annualised value not less than the amount equal to **Rs.15.37 Crore.** Or 2. Two similar completed services with annualised value not less than the amount equal to **Rs.9.61 Crore**. Or 3. Three similar completed services with annualised value not less than the amount equal to **Rs.7.69 Crore**. in any Metros/ Railways/ Airports/ Large PSUs/ Nationalized Banks/ Central/ State Government/Large PSUs/Large Private Sectors/ Reputed Organizations.		(i) Statement of Experience on each contract, on Tenderer's Letter Head as per Format in **Form -8B**. (ii) Client Certificate [with signature and stamp on clients Letter Head] as per Format in **Form-8B [1]** indicating the following with date of issue of Certificate. a) Contractor's Name b) Contract Name c) Scope of Contract d) Contract Value e) Period of Contract	

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Sl. No.	Minimum qualifications prescribed	Whether Tenderer has min qualifications prescribed [Write Yes or No or NA	Documents to be provided in testimony of the possession of the qualification	Page no
4	Should have in the last Five (05) years i.e., 2020-21 to 2024-25 achieved in at least **Two [02]** Financial years a **minimum Financial Turnover of Rs.37.64 Crore.**		Attested copies of the Annual Audited Financial Statement for each of the Five **(5)** Financial Years 2020-21 to 2024-25. A certificate from practicing Chartered Accountant shall be enclosed indicating the Turnover of each of Five **(5)** financial years: 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25 as per Annexure –D at Section -10.	
5	Should have liquid assets and/or availability of credit facility of not less than **Rs.4.80 Crore.**		Bank Credit line /Letter of Credit/Certificate from Bank as per **Annexure-E** at Section -10. **The Bank Certificate shall be specific to this Tender.**	
6	Litigation/ Arbitration / Debarment/ Blacklist. And No. of Contracts in which the Tenderers went in for a) Arbitration b) Litigation c) Blacklist d) Debarment		a) A signed statement indicating details viz., Name of the Contract, Name and address of the Client, Year of Contract Award, Contract sum and current status in each case. b) Nil Declaration from the Tenderer that there is no litigation / arbitration/ debar/ blacklist case against the Tenderer as per Format-7E in section-7.	

Note:

a. Similar works means "**Security and Allied services**"

b. Service contract completed in the span of seven (07) years and services contracts commenced prior to Seven (07) years span and completed in the span of Seven (07) years shall be considered for work value criteria.

c. Ongoing contracts in the span of Seven (07) years shall also be considered for work experience, provided that the contract has successfully achieved the required work done value as specified in the above table in 'Security and Allied Services.'

d. Client Certificate: If the above service (s) comprise(s) other services also, then client's certificate shall clearly indicate the value of work done in respect of the "similar work".

e. The qualification criteria documents mentioned above (Sl.No.1 to 5) are mandatory. If any one of the documents mentioned above is NOT submitted through KPP Portal before bid end date, the Tender is liable for rejection.

f. If any document exceeds 5 pages or contains sub-documents, then the document should have "Index" and "Abstract" as follows:

a) Index showing the name of each sub-document, page no. thereof and the requisite information in such sub-document should be highlighted for ready reference.

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Contractor

b) Abstract indicating how the figures add up to fulfill the minimum criteria prescribed.

The proposal shall be rejected at this stage, if it does not satisfy the minimum criteria stipulated. If a Tenderer does not fulfill the minimum criteria prescribed, he shall be disqualified. On such disqualification, his Tender document shall not be considered further for technical evaluation and the financial package will not be opened.

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2. EVALUATION OF TECHNICAL PROPOSAL

Sl. No.	Evaluation Criteria	Documents in testimony of the Evaluation Criteria mentioned in column 2 with Page No. of the relevant document	Page No. of the document referred in Column (3)
(1)	(2)	(3)	(4)
1	Each employee put on security duty should have under gone police verification and Training in the Training Institute approved by the Karnataka Police Department.	An Undertaking that this shall be complied with.	
2	Should possess valid ISO 9000 Certificate as Security and Allied Service provider	Submit the self-attested copy of valid ISO 9000 certificate.	
3	Registration with Department of Labour, GoK / GoI	Registration Certificate of the Establishment from Department of Labour, GoK / GoI.	
4	ESI Registration	Registration Certificate under Employees State Insurance Act. (ESI Act)	
5	PF Registration	Provident Fund Registration Certificate issued by the Regional Provident Fund Commissioner (PF Registration)	
6	GST Registration	Certificate of Registration under GST	
7	Professional Tax Registration	Professional Tax Registration Certificate issued by CTO, Government of Karnataka	
8	IT Returns	Copy of IT Returns for the last 3 Assessment Years 2023-24, 2024-25 & 2025-26.	
9	PAN Card details	Copy of PAN card	
10	a) Memorandum and Articles of Association. b) Partnership Deed c) Sole Proprietorship	a) Copy of the Memorandum and Articles of Association & DIN details as appeared in ROC (As applicable). b) Form-D issued by Registrar of Firms (As applicable). c) Registration Certificate	
11	Certificate of compliance of restrictions from Bidders from countries sharing land borders with India	Declaration from the Tenderer Certificate of compliance of restrictions from bidders from countries sharing land borders with India as per **Annexure - H** of Section-10.	
12	Undertaking for Indemnity Bond	Undertaking in Form-7B towards providing Indemnity Bond as per Form 7D of Section 7 on Stamp Paper with a appropriate face value.	
13	Experience with required manpower deployment for providing personnel for security and allied services including manning sensitive areas to Central/ State Government/ Large PSUs/ Nationalized Banks/	i. Statement of Experience on each contract on Tenderer's Letter Head as per Format in **Form -8B**. ii. Client Certificate [with signature and stamp on clients Letter Head]	

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Sl. No.	Evaluation Criteria	Documents in testimony of the Evaluation Criteria mentioned in column 2 with Page No. of the relevant document	Page No. of the document referred in Column (3)
	Metros/ Railway/ Airports/ Large Private Sectors/ Reputed Organizations during the last Seven (7) years.	as per Format in **Form-8B [1]** indicating the following with date of issue of certificate. a) Contractor's Name b) Contract Name c) Scope of Contract d) Contract Value e) Period of Contract	
14	The details of key staff - supervisors proposed with name, background and professional experience. Each key staff member proposed to be deployed for the work, with particular reference to his experience of a nature similar to that of the proposed assignment. The majority of the key staff shall be regular members of the Contractor's Firm for at least six months.	List to be furnished by the Tenderer specifying the supervisor's names and their background/ experience as per **Annexure– F** at Section-10.	
15	The Tenderers shall submit their Corporate Quality Policy document duly signed by the Corporate head or any other authorized person.	Self-Attested copy of the Corporate Quality Policy.	
16	Certificate of meritorious service rendered	Self-Attested copies of the meritorious certificates obtained.	
17	No. of Contracts in which the Tenderer's Contract was closed before the expiry of the Contract period.	A signed Statement indicating details viz. Name of the Contract, Name & address of the Client, Year of Contract Award, Contract Sum, in each case shall be submitted as per **Form -7F.**	
18	Additional Information of Tenderer	Additional Information of Tenderer to be provided as per **Annexure–G** at Section-10.	
19	(i) Power of Attorney (Original) and (ii) Copy of Board Resolution	**Form -7C:** (i) Notarized POA on Stamp paper value of appropriate value. and (ii) Self-attested copies of the Board Resolution.	
20	Declaration by the Tenderer on payment of wages.	Declaration from the Tenderer on payment of wages as per **Annexure – L** at Section-10.	
21	Office address of the Tenderer in Bengaluru as per Clause 14(p) of Section 2 (Instructions to Tenderers).	i. Office address in Bengaluru: ii. If the Tenderer does not have the office in Bengaluru, an undertaking to setup the office in Bengaluru before the contract agreement is signed, shall be submitted.	

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Contractor

Sl. No.	Evaluation Criteria	Documents in testimony of the Evaluation Criteria mentioned in column 2 with Page No. of the relevant document	Page No. of the document referred in Column (3)
22	Reinforcement: The agency should have minimum **28%** of posted strength (as single) in barrack/hostel accommodation close to every Reach as Re-enforcement in case of any emergency / contingency / day to day need.	Undertaking by the agency that this shall be complied with. The successful Tenderer shall submit copy of the Notarized Rental Agreement to this effect.	
23	Undertaking by the Tenderer for Minimum Tender Total Quote.	Undertaking by the Tenderer for Minimum Tender Total Quote as per Annexure-N	

Note:

1. The qualification criteria documents mentioned above are mandatory. However, if any clarification required shall be sought from the Tenderer through KPP Portal. If clarification as sought is NOT furnished. The Tender will be rejected.

2. *BMRCL will, keeping in view the above Evaluation Criteria, carry out Technical evaluation of Technical proposals submitted to determine whether the Tenderers have a full comprehension of the work of the Contract. Where a Tenderer's Technical submittal has a major inadequacy, his Tender will be considered to be non-compliant / non-responsive and will be rejected.*

3. EVALUATION OF FINANCIAL PACKAGE

a. All technically accepted Tenderers will be eligible for consideration of their Financial Proposals.

b. The Evaluation Committee shall take into consideration the financial quotes of each Tenderer, whose financial proposal has been opened and determine the ranking, the lowest quote, determined as L1 and next lowest as L2 and so on. This is subject to ITT clause 6.3 of Section-2.

c. For evaluation of Financial proposals, the following shall also be taken into account:

i) Arithmetical errors corrected by the BMRCL in accordance with ITT clause 6.4 of Section-2.

ii) Such other factors of administrative nature as the BMRCL may consider having a potentially significant impact on Contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.

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Contractor

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SECTION -7

QUALIFICATION CRITERIA –STANDARD FORMS

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SECTION – 7

QUALIFICATION CRITERIA - STANDARD FORMS

7A Details of Tenderer

7B Undertaking

7C Format for Power of Attorney for signing of Proposal/ Copy of Board Resolution for signing of Proposal

7D Format for Indemnity Bond

7E Format of Declaration towards Litigation/ Arbitration/ Debarment /Blacklisting.

7F Details of Pre-Closed Contracts

7G Format for seeking clarification by the Tenderer

7H Undertaking agreeing with selection process of identifying single successful Tenderer

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(On the Tenderer's Letter Head)

FORM-7A

Details of Tenderer

1. Name
2. Address of the office[s]
3. Date of incorporation and /or commencement of business
4. (a) Brief description of the Tenderer

   (b) Legal status: **Individual / Proprietorship / Partnership Firm / Company**
5. Name, Designation, Address and Phone Numbers of Authorized Signatory of the Tenderer:
   a. Name
   b. Designation
   c. Company
   d. Address
   e. Telephone Number:
   f. Fax Number:
   g. Mobile Number:
   h. E-Mail Address:
6. Details of individual[s] who will serve as the point of contact /communication for BMRCL:
   a. Name
   b. Designation
   c. Company
   d. Address
   e. Telephone Number:
   f. Fax Number:
   g. Mobile Number:
   h. E-Mail Address:

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Contractor

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(On the Tenderer's Letter Head)

FORM-7B

UNDERTAKING

1. We M/s.....[Name of the Tenderer] herein after called "the Tenderer" do hereby affirm and undertake to abide by all the terms, conditions and specifications given in the Tendering document while performing the Contractual obligations relating to providing **Security & Allied services**, to BMRCL, Bangalore. We do hereby affirm and undertake to follow all Labour laws that are applicable from time to time.

2. Further, we undertake that in the event of us being awarded a Contract will provide an Indemnity Bond on stamp paper as per the Format at Form-7D (Section-7) before signing of the Contract. As an acknowledgement for the same, Indemnity Bond on our letter head duly signed is furnished herewith. In case of non-fulfillment of the same from our end, BMRCL reserves the right to terminate the Contract and forfeit the Performance Security at its discretion.

3. We also undertake that the Tender submittals does not contain any deviation or amendment or modification or change of any type whatsoever with regard to Tender conditions and specifications.

Yours faithfully

Place: Signature & seal of the Tenderer

Date Name:

Designation:

Seal:

Phone:

B.M.R.C.L O&M BMRCL Bengaluru-560 027

Contractor

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FORM-7C

Format for Power of Attorney for Signing of Proposal
[To be notarized On stamp paper of appropriate value]

AND

A copy of Board Resolution to be submitted

POWER OF ATTORNEY

Date:

Know all men by these presents, we .....[name and address of the registered office] do here constitute, appoint and authorize Mr./Ms.....[name and residential address] who is presently employed with us and holding the position of .....as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Tender for the project envisaging "**Providing Security & Allied Services for Depot, Stations, Viaduct, Track & Trains of Reach-1 and Reach-4B Sections of BMRCL**", signing of all documents and providing information/responses to the BMRCL, representing us in all matters before BMRCL, and generally dealing with BMRCL in all matters in connection with our Tender for the said project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall be deemed to have been done by us.

These powers are granted to us and shall remain in force till the end and expiry of all the Contract period and the fulfillment of Contractual obligations and liabilities.

For
.....
[Signatures]

[Names, Title and Address]
Accepted
.....
[Signature]

.....
[Name, Title and Address of the Attorney]

Note:

1. *The mode of execution of Power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charger documents of the executants [s] and when it is so required the same be under common seal affixed in accordance with the required procedure. The Power of Attorney should be on a stamp paper of appropriate value.*
2. *Also, wherever required, the Tenderer should submit for verification the extract of the charter documents such as a resolution /Power of Attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Tenderer.*
3. *In the event of Power of Attorney holder leaves his employment, the power of Attorney should be given to the person filling his place without lapse of time.*
4. ***The power of Attorney should be notarized.***

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Contractor

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(On Stamp Paper face value of appropriate value)

FORM -7D

INDEMNITY BOND

Date:

THIS DEED OF INDEMNITY made at Bangalore, on _____ by **M/s. _____** having their Registered Office at _____ (hereinafter referred to as "Contractor" which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, assigns, successors, executors and/or administrators) of the ONE PART in favour of **Bangalore Metro Rail Corporation Limited** (A Joint Venture of Government of Karnataka & Government of India)**,** a Company Registered under Indian Companies Act, VII of 1913, having its Registered Office at B.M.T.C Complex, III Floor, K.H .Road, Shantinagar, Bengaluru– 560 027 (hereinafter referred to as the "Employer", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors, administrators and assigns) of the OTHER PART.

WHEREAS the Employer has awarded to the Contractor, a Contract for the **Security & Allied Services for Depot, Stations, Viaduct, Track & Trains of Reach-1 and Reach-4B Sections** (hereinafter called the "Contract");

AND WHEREAS it is one of the conditions of the Contract that the Contractor shall comply with all the provisions of the Labour & Industrial Laws, as may be applicable from time to time for the discharge and completion of the said Contract by the Contractor including but not limited to the observance and compliance of The Contract Labour (R & A) Act,1970; Child Labour (Prohibition and Regulation) Act 1986; The Employees Provident Funds & Miscellaneous Provisions Act, 1952; Industrial Disputes Act, 1947; Minimum Wages Act, 1948; Payment of Bonus Act, 1965; Payment of Gratuity Act, 1972; Payment of Wages Act, 1936; Workmen's Compensation Act, 1923; The Maternity Benefit Act, 1961; Inter State Migrant Workmen (RECS) ,1979; The Employee's Deposit Linked Insurance Scheme, 1976; and other Labour Laws (hereinafter referred as the 'Laws').

And whereas to safeguard the Employer (BMRCL) from any kind of claim and / or demand in the event of failure in observance or non-compliance of any such laws by the Contractor, the said Contractor is executing this Deed of Indemnity.

NOW THIS DEED WITNESSETH AS UNDER:

1. THAT in the event of any liability arising out of failure to observe or non-compliance of any such 'Laws' by the Contractor in discharge of the said Contract, the Contractor shall bear all the resultant whatsoever liability(ies), if any arising out thereof and that the Employer shall not be liable for any such liability(ies). The Contractor indemnifies and keeps harmless the Company at all times from and against any and all such liabilities, costs, damages, claims, penalties, interest, expenses, losses, demands, fines, legal liability ,causes of action, injury to persons, etc which may be suffered, incurred, undergone and / or sustained by the Company including the costs and expenses that may be incurred in defending any such liability(ies) claim(s), proceeding(s) etc. that may be made or taken or arise on the same by any person, body, authority, government, judicial / quasi-judicial authority due to the failure or non-compliance of any such laws and rules there under (including any amendments in acts, laws, statutes & rules there under) of whatsoever kind and nature arising out of or in any way connected with, whether or not such acts or omissions are actual or alleged, active or passive with regard to the discharge of the said Contract.

B.M.R.C.L. O&M BMRCL Bengaluru-560 027

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2. This indemnity shall be in accordance with the laws of India and any dispute between the parties as regards the Contract of indemnity shall be settled in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996, including the method and manner of appointment of the Arbitrators. The place of Conciliation shall be at Bengaluru and the Courts of Bengaluru shall have the proper jurisdiction.

IN WITNESS WHEREOF, the said Contractor has hereunto set their hand the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED
by the within named "CONTRACTOR")

_____ _____

(Authorized Signatory) Rubber Stamp of Firm/Company

Name :

Designation:

in presence of
Witness

Name & Address of Witness Signature

1. _____
2.

Note:

1. *Along with the Tender submittals, the Form 7D shall be submitted on Tenderer's Letter head as per Undertaking at Form-7B (para- 2).*

2. *On award of the Contract, the Form 7 D shall be submitted before the signing of the Contract Agreement on Stamp Paper of appropriate face value.*

B.M.R.C.L O&M BMRCL Bengaluru-560 030

Contractor

(On the Tenderer's Letter Head)

FORM -7E

FORMAT OF DECLARATION TOWARDS LITIGATION / ARBITRATION / DEBARMENT / BLACKLISTING

This is to certify that M/s _____a reputed and certified **Service Provider for Security and Allied Services** has **NOT** been involved in any Litigation / Arbitration and **NOT** been Black listed /Debarred by any Government / Government Undertaking / Semi-Government / Govt. Controlled Institutions /Projects during the last Seven (7) years.

In case it is found that above statement is not true, any time during effect of this Tender or currency of the Contract entered between the parties based on the above statement, BMRCL reserves its rights to terminate the Contract and forfeit the Performance Security at its discretion.

Place: Signature

Date: Name and Designation

Seal of the Company

Note:

If the above is no, provide details as sought in Sl. No. 6 of table-1, section-6

B.M.R.C.L O&M BMRCL Bengaluru-560 030

Contractor

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(On the Tenderer's Letter Head)

FORM - 7F

DETAILS OF PRE-CLOSED CONTRACTS

Sl.No	Name of the Contract	Name of the Client	Date of award of Contract	Period of Contract	Stipulated Date of Completion	Actual date of closure	Reason for Pre-closure
1	2	3	4	5	6	7	8

Place:

Date:

Signature & seal of the Tenderer

Name

Designation

Seal

Phone

B.M.R.C.L O&M BMRCL Bengaluru-560 027

Contractor

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(On the Tenderer's Letter Head)

FORM – 7G

FORMAT OF SEEKING CLARIFICATION BY THE TENDERER

Sl. No.	Section No.	Clause No. / Reference	Clause Description	Query

Date: Tenderer sign with seal

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(On the Tenderer's Letter Head)

FORM – 7H

UNDERTAKING AGREEING WITH SELECTION PROCESS (KPPP Bid No.)
(in case of tie-up)

I/We _____ declare that, in case of a situation arising where more than One (01) Tenderer/s have quoted same Tender Total as determined in clause 6 of Section: 2 (Instructions to Tenderers) and in that event, *"The selection of a single L1 tenderer among the multiple L1 tenderers shall be made in the Financial Bid meeting through a random draw of lots among all such L1 tenderers. The tenderer whose name is drawn will be awarded the contract.*

If I emerged as L1 tenderer fails to attend the meeting at the scheduled date and time, I accept the result of the draw

BMRCL will carry out One (01) L1 tenderer amongst the multiple L-1 Tenderers as per ITT Clause 6.3.4.

We do not have any objection for the above method for selection of One (01) L1 tenderer among multiple L-1 Tenderers.

Place: Signature & seal of the Tenderer

Date:

Name:

Designation:

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SECTION - 8

TECHNICAL PROPOSAL – STANDARD FORMS

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SECTION 8

TECHNICAL PROPOSAL - STANDARD FORMS

8A. Qualification cum Technical Package Submission Form.

8B. Format for statement of Experience in respect of each contract

8B (1) Work completion Certificate

8C Deployment of Personnel/Manpower –REACH-1

8C-1 Deployment of Personnel/Manpower –REACH-4B

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(On the Tenderer's Letter Head)

FORM 8A

QUALIFICATION CUM TECHNICAL PACKAGE SUBMISSION FORM

Bengaluru
__/__/2026

From: (Name of the Tenderers)
_____
_____
_____
_____

To:

The Executive Director [O&M],
Bangalore Metro Rail Corporation Ltd
O&M WING, Baiyappanahalli Depot,
SV Road, Baiyappanahalli ,
Bengaluru 560038.

Dear Sir/Madam,

Subject: Providing Security & Allied Services for Depot, Stations, Viaduct, Track & Trains of Reach-1 and Reach-4B Sections of BMRCL.

Having examined and understood the Instructions to Tenderer, General Conditions of the Contract, Special Conditions of Contract, Technical Specifications and any other documents forming part of the Tender document issued under Tender notification No. _____ dated_____ including any addendum /amendments, the receipt of which is hereby duly acknowledged, I/We the undersigned, hereby submit the fully completed Tender document through KPP Portal as per stipulated Terms & Conditions, which includes the following for the said Tender;

i) Earnest Money Deposit / Tender Security
ii) Technical Package
iii) Financial Package

I/We hereby agree to execute the Contract in conformity with the Scope of Service and other Conditions of Contract enumerated in the Tender Document, for the sum stated & quoted in the Tender or such other sums as may be ascertained in accordance with the Pricing Document attached herewith & made part of the Tender.

This Tender and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Bid Security Declaration Form required by the Tender documents.

We undertake, if our Tender is accepted, to provide the services in accordance with the Stipulated Conditions in the Tender.

B.M.R.C.L O&M BMRCL Bengaluru-560 038

Contractor

If our Tender is accepted, we will submit the Performance Security for a sum equivalent to Five (05) percent of the Contract Price for the due performance of the Contract, in the form as prescribed in the Clause 12 of 'Instructions to Tenderers'.

We agree to abide by this Tender for the Tender validity period specified in Clause 3.4 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

This Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We confirm that we comply with the eligibility requirements as per Section 2: Qualification Criteria of the Tender documents.

Dated this ..... day of 2026

Yours sincerely,

Authorized Signature:

Name and Designation of Signatory:

Name of Tenderers:

Address:

(To be submitted duly printed, signed and stamped by the Tenderer on Tenderer's letter pad)

B.M.R.C.L O&M BMRCL Bengaluru-560 030

Contractor

(On the Tenderer's Letter Head)

FORM - 8 B

Format for Statement of Experience in respect of each Contract

Experience	
Name of the Project previously executed	
Name, address and contact details of Client previously served	
Description of the Contract of the previous client	
Value of the Contract	Rs.
Period of performance of the Contract	Period From To
Number of persons deployed	
Remarks indicating reasons for non-performance or delay, if any.	
Has the work entrusted completed satisfactorily [Attach certificate from an Officer who entrusted the work]	

The above statement shall be supported by:

1. A certificate issued by the Client clearly stating the Scope of the work, period of contract, cost of the project work, number of persons deployed, the date of successful completion and copy of LOA as per **Format in 8[B]1**. A copy of LOA/PO shall also be enclosed.

Note: *Details of different Projects undertaken in the previous years may be filled by making photo copies.*

B.M.R.C.L O&M BMRCL Bengaluru-560 030

Contractor

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[ON THE CONCERNED CLIENT'S LETTER HEAD]

FORM-8B [1]

WORK COMPLETION CERTIFICATE

This is to certify that M/s [*Name of the contractor*] ……

has executed the contract for ……`

vide contract No……. ……Date……...

The scope of the contract is for [*Brief description of the work*] ……

The value of the contract is Rs …… [Rupees ……..]

The personnel are deployed by the contractor only after they have undergone the requisite training required in **Security & Allied Services** and after due Police verification regarding their antecedents.

The period of the contract is /was from ……to ……

The contractor has successfully completed the contract/in progress.

Their services are satisfactory.

For ……..

[Authorized signatory]

Designation with client's Seal

Name……..

Designation……..

Office Seal……

Phone……

Place:

Date:

B.M.R.C.L. O&M Bengaluru-560 027

BMRCL **Contractor**

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FORM 8C

DEPLOYMENT OF SECURITY PERSONNEL -R-1

A.	SECURITY SUPERVISORS [Stationwise manpower]							
Sl.No.	Station details	Morning Shift 6.00 AM to 2.00 PM	Evening Shift 2.00 PM to 10.00 PM	Night Shift 10.00 PM to 6.00 AM	General Shift 10.00 AM to 6.00 PM	Total	Weekly Off at 16.67% on total or 1 for 6	Station wise man power
1	M G Road Station including RMAC	1	1	1	0	3	0.50	**3.50**
2	Trinity Station	1	1	1	0	3	0.50	**3.50**
3	Halasuru Station	1	1	1	0	3	0.50	**3.50**
4	Indiranagar Station	1	1	1	0	3	0.50	**3.50**
5	SV Road Station including Santhe & CSO Office	1	1	1	0	3	0.50	**3.50**
6	Baiyappanahalli Station	1	1	1	0	3	0.50	**3.50**
7	Baiyappanahalli Depot.	1	1	1	0	3	0.50	**3.50**
8	Security Surveillance Room -	5	5	5	0	15	2.50	**17.50**
	Total	**12**	**12**	**12**	**0**	**36**	**6**	**42**
	Rounded off							**42**

Note :
1. Qualification : SSLC
2. Experience : 1 year in Security & Allied Services in large establishments

B.	SECURITY GUARDS [Station/Depot/Staff Quarters wise manpower]							
Sl.No.	Station details	Morning Shift 6.00 AM to 2.00 PM	Evening Shift 2.00 PM to 10.00 PM	Night Shift 10.00 PM to 6.00 AM	General Shift 10.00 AM to 6.00 PM	Total	Weekly Off at 16.67% on total or 1 for 6	Station wise manpower
1	M G Road Station including RMAC	19	23	16	0	58	9.67	**67.67**
2	Trinity Station	9	17	7	0	33	5.50	**38.50**
3	Halasuru Station	6	6	11	0	23	3.83	**26.83**
4	Indiranagar Station	15	15	7	0	37	6.17	**43.17**
5	SV Road Station including Santhe & CSO Office	7	7	13	0	27	4.50	**31.50**
6	Baiyappanahalli Station including staff quarters.	15	15	19	0	49	8.17	**57.17**
7	Baiyappanahalli Depot.	8	9	12	0	29	4.83	**33.83**
	Total	**79**	**92**	**85**	**0**	**256**	**42.68**	**298.68**
	Rounded off							**299**

Note :
1. Qualification : PUC
2. Task : Supervising Security Services.
3. Experience : Supervisor shall be nominated from Retired Defence Personnel from NCO / JCO Rank. 3 years in Security and Allied Services in large establishment for Others.

Note:1. As per Karnataka Industrial Employment [Standing Orders] [Amendment] Rules, 2019 vide Notification No. LD 268 LET 2016 (P1) dated 07/12/2019, the Contractor shall mandatorily give priority appointment to Kannadigas who are residing in Karnataka for not less than 15 years and are able to Read, Write and Speak Kannada language.

2. Government of Karnataka has directed all Government organizations for deployment of 33% women employees in outsourcing services vide Circular dated 19/05/2023. Accordingly, the Contractor shall mandatorily appoint and deploy 33% women employees out of total manpower strength notified in this Tender

B.M.R.C.L O&M BMRCL Bengaluru-560 027

Contractor

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FORM 8C(1)

DEPLOYMENT OF SECURITY PERSONNEL-REACH-4B

A	**SECURITY SUPERVISOR (Stationwise manpower)**						
Sl. No.	Station Name	A 06:00 AM to 02:00 PM	B 02:00 PM to 10:00 PM	C 10:00 PM to 06:00 AM	TOTAL	Weekly off @ 16.67% on total.	**Station wise man power**
1	Konanakunte Cross	1	1	1	3	0.50	**3.50**
2	Doddakallasandra	1	1	1	3	0.50	**3.50**
3	Vajrahalli	1	1	1	3	0.50	**3.50**
4	Thalagattapura	1	1	1	3	0.50	**3.50**
5	Anjanapura	1	1	1	3	0.50	**3.50**
Total		**5**	**5**	**5**	**15**	**2.5**	**18**

Note :
1. Qualification : SSLC
2. Experience : 1 year in Security & Allied Services in large establishments

B	**SECURITY GUARDS (Stationwise manpower)**						
Sl. No.	Station Name	A 06:00 AM to 02:00 PM	B 02:00 PM to 10:00 PM	C 10:00 PM to 06:00 AM	TOTAL	Weekly off @ 16.67% on total.	**Station wise man power**
1	Konanakunte Cross	13	13	7	33	5.50	**38.50**
2	Doddakallasandra	8	8	7	23	3.83	**26.80**
3	Vajrahalli	8	8	7	23	3.83	**26.80**
4	Thalagattapura	8	8	7	23	3.83	**26.80**
5	Anjanapura	12	12	9	33	5.50	**38.50**
Total		**49**	**49**	**37**	**135**	**23**	**157**

Note :
1. Qualification : PUC
2. Task : Supervising Security Services.
3. Experience : Supervisor shall be nominated from Retired Defence Personnel from NCO / JCO Rank. 3 years in Security and Allied Services in large establishment for Others.

Note: 1. As per Karnataka Industrial Employment [Standing Orders] [Amendment] Rules, 2019 vide Notification No. LD 268 LET 2016 (P1) dated 07/12/2019, the Contractor shall mandatorily give priority appointment to Kannadigas who are residing in Karnataka for not less than 15 years and are able to Read, Write and Speak Kannada language.

2. Government of Karnataka has directed all Government organizations for deployment of 33% women employees in outsourcing services vide Circular dated 19/05/2023. Accordingly, the Contractor shall mandatorily appoint and deploy 33% women employees out of total manpower strength notified in this Tender

B.M.R.C.L O&M BMRCL Bengaluru-560 027

Contractor

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SECTION - 9

PRICING DOCUMENT – STANDARD FORMS

[Refer Volume 2: Financial Package]

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SECTION - 10

ANNEXURE

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SECTION - 10

ANNEXURE

Annexure – A	Form of Bank Guarantee for Tender Security /Earnest Money Deposit
Annexure – B	Form of Bank Guarantee for Performance of Contract
Annexure – C	Standard Form of Contract Agreement
Annexure – D	CA Certificate regarding turn-over of Tenderer during the last Five (05) Financial Years.
Annexure –E	Bankers Certificate
Annexure – F	Details of supervisors proposed for deployment
Annexure – G	Additional Information of Tenderer
Annexure – H	Certificate for compliance of restrictions from bidders from countries sharing land borders with India
Annexure – I	Data Security Certificate
Annexure – J	Bio-data of Security Supervisor / Guard deployed by Contractor
Annexure- K	Details of Bank account for refund of EMD
Annexure- L	Declaration by the Contractor on payment of wages
Annexure-M	NON-DISCLOSURE AGREEMENT (NDA)
Annexure-N	Undertaking by the Tenderer for Minimum Tender Total Quote

B.M.R.C.L O&M BMRCL Bengaluru-560 030

Contractor

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Annexure - A

FORM OF BANK GUARANTEE FOR TENDER SECURITY/ EARNEST MONEY DEPOSIT
(As per 3.2 (ii) of ITT)

(To be stamped in accordance with Stamp Act, if any, applicable for the issuing bank)

To

BANGALORE METRO RAIL CORPORATION LIMITED (BMRCL)
Operation and Maintenance,
Baiyappanhalli Depot, SV Road,
Bengaluru - 560038.
Karnataka, India.

1. **WHEREAS**_____ (Name and Address of the Tenderer hereinafter called the "Tenderer") has undertaken for submission of Tender in pursuance of **KPPP Bid No**. ----------(**Contract for Providing Security & Allied Services for Depot, Stations, Viaduct, Track & Trains of Reach-1 and Reach-4B Sections of Bangalore Metro Rail Corporation Limited**) [hereinafter called "the Tender"].

2. **AND WHEREAS** it has been stipulated in the Tender issued by Bangalore Metro Rail Corporation Limited (BMRCL) (hereinafter referred to as the "Employer" or "BMRCL") that the Tenderer shall furnish to Employer an unconditional and irrevocable Bank Guarantee from an Indian Scheduled Bank (excluding Cooperative Bank) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule, for the sum specified herein below as **Tender Security (EMD)** for compliance of the obligations in accordance with the Tender conditions. In pursuance to this, M/s_____ has requested for issuance of the Bank Guarantee for the sum specified herein below as Tender security (EMD).

3. **AND WHEREAS** we _____ *[Name and full address of the Bank including Email address]* having registered office at _____ (hereinafter referred to as the "Bank"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees, do hereby agree to give the Employer such a Bank Guarantee drawn and payable at Bengaluru _____ branch on behalf of the Tenderer.

4. **NOW therefore**, the Bank hereby affirm that it is the guarantor and responsible to 'Employer' and their successors, on behalf of the 'Tenderer' up to a total sum of INR/Foreign Currency/ies _____ *[the amount of Guarantee to be specified in figure and words in the respective currency/ies as specified in the Tender document]*. Further, the Bank hereby unconditionally, irrevocably and without demur undertake to immediately pay, the Employer upon the Employer's first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without the Employer being required to prove or to show grounds or reasons for the demand, by depositing/crediting to the Current Account of the Employer, the sums specified herein.

5. This Bank Guarantee is encashable at our designated Branch as mentioned below:

Name of the Bank, Branch and contact details Address Telephone no: & Fax No: E-mail Address Branch Manager/s name & mobile No: Bank Zonal Office Address, Telephone No, Fax Number, E-mail Address: _____

OR

This e- Bank Guarantee shall be encashable at the issuing branch of the Bank through NeSL Portal.

6. The Bank hereby confirms that the Bank is on the SFMS (Structural Finance Messaging System) platform and shall invariably send an advice of the Bank Guarantee to the designated Bank of the Employer as given below:

Sl. No.	**Particulars**	**Details**
i	Name of Beneficiary	Bangalore Metro Rail Corporation Limited
ii	Name of Bank	Bank of India
iii	Branch	Cantonment Branch, Bengaluru.
iv	Address of Branch	49, Jyothi Mahal, St. Mark's Road, Bengaluru – 560001
v	Account No.	840420110000739
vi	IFSC Code:	BKID0008404

7. This Bank Guarantee shall be encashed at the demand of the Employer on or before the due date.

8. The Employer shall have full rights to encash this bank guarantee at any time during the validity period and the 'Tenderer' shall have no right or claim whatsoever in the matter of encashment of the Bank guarantee amount by the 'Employer'. The Bank will be fully responsible in terms of the guarantee and obligation, to make immediate payment to 'Employer', without the consent of the Tenderer and without referring the matter to the 'Tenderer'.

9. The Bank will deliver the money required by the 'Employer' immediately on demand without delay without reference to the 'Tenderer' and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the 'Tenderer'.

10. Courts at Bengaluru, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of the encashment of the Guarantee, and, the said Bank undertakes not to revoke this Guarantee during its currency, except with the previous consent of the 'Employer' in writing and agree that any change in the constitution of the Bank shall not discharge its liability hereunder.

11. This Bank Guarantee will not be discharged due to the change in the constitution of the 'Tenderer' or change in the constitution of the bank.

12. This Deed of guarantee is signed and executed by Shri/Smt _____ and Shri/Smt _____ who is/are authorized by the Bank for issuing the guarantee on its behalf and their ID No/s. and Email address/es being_____ & _____ and _____ & _____ respectively.

13. The Bank's liability under this Guarantee shall not exceed the amount of _____ *[Indian Rupees/Foreign Currency/ies to be specified in words and figures].*

14. This guarantee shall be valid till _____ *[Date to be mentioned]*.

15. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

16. It is hereby agreed that the liability of the Bank under this guarantee shall cease on whichever of the following events first occurs.

    a. Payment by the Bank of the guaranteed sum in full to the 'Employer',

    b. Receipt of written communication from the 'Employer' to the Bank along with the original Bank Guarantee discharging the Bank of its liability covered by this Bank Guarantee and in case of electronic Bank Guarantee (e-BG), after release/discharge of e-BG by the Employer through NeSL Portal.

Signature and Seal of the Guarantor

Date: _____
Name of the Bank _____
Address: _____

Note:

1. The stamp paper of appropriate value shall be purchased in the name of the bank, who issues the 'Bank Guarantee".
2. The above format shall be used for e-Bank Guarantee also.
3. *For issuance of e-BG, the UIN (PAN No.) of BMRCL is AAACB4881D.*
4. *KPP BID No. shall be the reference to be mentioned in the e-BG.*

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Annexure - B

FORM OF BANK GUARANTEE FOR PERFORMANCE OF CONTRACT
[As per 12 of ITT]

To

BANGALORE METRO RAIL CORPORATION LIMITED (BMRCL)
Operation and Maintenance,
Baiyappanhalli Depot, SV Road,
Bengaluru - 560038.
Karnataka, India

1. **WHEREAS**_____(Name and Address of the Contractor hereinafter called the "Contractor") has undertaken for due **performance of contract**, in pursuance of **KPPP Bid No**.---------- & LOA (Contract for Providing Security & Allied Services for **Depot, Stations, Viaduct, Track & Trains of Reach-1 and Reach-4B Sections** of Bangalore Metro Rail Corporation Limited) (hereinafter called "the Contract"). The Contract was awarded by Bangalore Metro Rail Corporation Limited (hereinafter referred to as the "Employer" or "BMRCL"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, to the Contractor.

2. **AND WHEREAS** it has been stipulated in the Contract that the Contractor shall furnish to the Employer with an unconditional and irrevocable Bank Guarantee for (**Performance Security**) for the sum specified herein below as security for (compliance of the obligations and performance of the Contractor). In pursuance to this M/s_____ (The Contractor) has requested for issuance of the Bank Guarantee for the sum specified herein below.

3. **AND WHEREAS** we_____ (the name and full address of the Bank including Email address) having registered office at_____ (hereinafter referred to as the issuing Bank) which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, do hereby agree to give the EMPLOYER (BMRCL) on behalf of the Contractor such a Bank Guarantee, drawn and payable at Bengaluru Branch.

4. **NOW therefore**, the Bank hereby affirm, that it is the guarantor and is responsible to the Employer and their successors, on behalf of the Contractor 'up to a total sum of _____ *[the amount of Guarantee to be specified in figure and words in the respective currency/ies in which the contract price is payable]*. Further, the Bank hereby unconditionally, irrevocably and without demur undertake to immediately pay, the Employer upon the Employer's first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without the Employer being required to prove or to show grounds or reasons for the demand, by depositing/crediting to the Current Account of the Employer, the sums specified herein.

5. This Bank Guarantee is encashable at the Issuing Bank's designated Branch in Bengaluru, Karnataka, India as mentioned below:

   Name of the Bank, Branch and contact details, Address, telephone no: & Fax No: E-mail Address Branch Manager/s name & Mobile No: Bank Zonal Office Address, Telephone No, Fax Number, E-mail Address: _____

   OR

   This e- Bank Guarantee shall be encashable at the issuing branch of the Bank through NeSL Portal.

6. The Bank hereby confirms that the Bank is on the SFMS (Structural Finance Messaging System) platform and shall invariably send an advice of the Bank Guarantee to the designated Bank of the Employer (Bangalore Metro Rail Corporation Limited) as given below:

Sl. No.	Particulars	Details
I	Name of Beneficiary	Bangalore Metro Rail Corporation Limited
Ii	Name of Bank	Bank of India
Iii	Branch	Cantonment Branch, Bengaluru.
Iv	Address of Branch	49, Jyothi Mahal, St. Mark's Road, Bengaluru – 560 001
V	Account No.	840420110000739
Vi	IFSC Code:	BKID0008404

7. This Bank Guarantee shall be encashed at the demand of the Employer on or before the due date.

8. The Employer shall have rights to encash this Bank Guarantee at any time during the validity period and the 'Contractor' shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the 'Employer'. The Bank will have their responsibility in terms of the guarantee and obligation, to make immediate payment to the 'Employer', without the consent of the 'Contractor' and without referring the matter to the 'Contractor'.

9. The Bank shall be liable to pay the 'Employer', any amount up to and inclusive of the aforementioned full amount upon written order from the 'Employer' to indemnify the 'Employer' for any liability or damage resulting from any defects and/or shortcomings of the 'Contractor' and/or the debts the 'Contractor' may have incurred with the 'Employer' and/or any parties involved in the Works under the Contract mentioned above, whether these defects and/or shortcomings and/or debts are actual and/or estimated and/or expected. The Bank will deliver the money required by the 'Employer' immediately on demand without delay without reference to the 'Contractor' and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the 'Contractor'.

10. Courts at Bengaluru, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of the encashment of the Guarantee, and, the said Bank undertakes not to revoke this Guarantee during its currency, except with the previous consent of the 'Employer' in writing and agree that any change in the constitution of the Bank shall not discharge its liability hereunder.

11. This Bank Guarantee will not be discharged due to the change in the constitution of the 'Contractor' or change in the constitution of the Bank.

12. This Deed of guarantee is signed and executed by Shri/Smt _____and Shri/Smt _____who is/are authorized by the Bank for issuing the guarantee on its behalf and their ID No/s. and Email address/es being _____ & _____ and _____ & _____ respectively.

13. The Bank's liability under this Guarantee shall not exceed the amount of_____ *[Indian Rupees/Foreign Currency/ies to be specified in words and figures].*

14. This Bank guarantee shall be valid till _____ *[Date to be mentioned].*

15. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

16. It is hereby agreed that the liability of the Bank under this guarantee shall cease on the happening of any of the following events:

    a) Payment by the Bank of the guaranteed sum in full to the 'Employer',

    or

    b) Issue of written communication by the Employer, to the Bank, along with the original Bank Guarantee discharging the Bank of its liability covered by this Bank Guarantee and in case of electronic Bank Guarantee (e-BG), after release/discharge of e-BG by the Employer through NeSL Portal.

SIGNATURE AND SEAL OF THE GUARANTOR

DATE: _____

NAME OF THE BANK: _____

ADDRESS: _____

Notes:

1. The stamp paper of appropriate value shall be purchased in the name of the bank, who issues the 'Bank Guarantee".
2. The Bank Guarantee to be submitted shall be got issued from an Indian Scheduled Bank (excluding Cooperative Bank) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule.
3. The above format shall be used for e-Bank Guarantee also.
4. For issuance of e-BG, the UIN (PAN No.) of BMRCL is AAACB4881D. GEM BID No. shall be the reference to be mentioned in the e-BG.

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Annexure - C

Contract for Providing Security & Allied Services for Depot, Stations, Viaduct, Track & Trains of Reach-1 and Reach-4B Sections of Bangalore Metro Rail Corporation Limited
[As per 11 of ITT]

CONTRACT AGREEMENT

KPPP Bid No. ----------

This **Contract Agreement** (hereinafter called the **"Contract"**) is made at Bengaluru on the ..... day of …… 2026, by and between:

BANGALORE METRO RAIL CORPORATION LIMITED, a Public Limited Company incorporated under Companies Act 1956, and a 50:50 Joint venture of Government of India and Government of Karnataka formed for the purposes of execution of a Mass Rapid Transit System in the city of Bengaluru, represented herein by its General Manager-Operation (O&M), authorized to sign and bind the Company, with its registered and Corporate office located at III Floor, BMTC Complex, K.H. Road, Shantinagar, Bengaluru 560 027, Karnataka, hereinafter referred to as the **"BMRCL"** or the **"EMPLOYER"**, as the case may be, which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns, of the one part,

and

M/s. ----------having their office/ principal place of business at ----------represented herein by Mr. _____, ----------, authorized to sign and bind the Company, under the Power of Attorney dated **00.00.2026,** who shall be responsible to the Employer under the Contract for the Bangalore Metro Rail Corporation Limited as per the conditions agreed to by the Employer, hereinafter referred to as the "---------" or **"CONTRACTOR"** as the case may be, which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns, on the other part,

Hereinafter, BMRCL/Employer and -----/Contractor are collectively referred to as "**Parties**" and individually as "**Party**"

WHEREAS, the Employer invited Tenders with Notice Inviting Tenders [NIT] vide KPPP Bid No.---------- for the service of "**Contract for Providing Security & Allied Services for Depot, Stations, Viaduct, Track & Trains of Reach-1 and Reach-4B Sections"** and the Contractor has in response to the aforesaid NIT offered a Tender for the said service under the Terms and Conditions set forth in this Contract.

AND WHEREAS, the Contractor emerged as the successful Tenderer and the Employer awarded the Contract to the Contractor and the Contractor agrees to Provide **Security & Allied Services for Depot, Stations, Viaduct, Track & Trains of Reach-1 and Reach-4B Sections** vide **KPPP Bid No**. ---------- hereinafter referred to as the **"Services"** under the terms and conditions specified in this Contract Agreement and the other Contract Documents, forming part thereof.

Now THEREFORE the parties hereby agree as follows:

Clause 1: Words and Expression

In this Contract, all the words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

Clause 2: The Contract Documents

The following shall be deemed to form and be read and construed as a part of this Contract Agreement.

(a) Letter of Acceptance No. BMRCL/ O&M/Contracts/ Security/R1&R4B/2026/2 dated 00/00/0000
(b) Date of commencement of the contract –From: 00/00/0000 as per Notice to Proceed issued vide letter No. BMRCL/ O&M/Contracts/ Security/R1&R4B/2026/2 dated 00/00/0000
(c) Instructions to Tenderers
(d) General Conditions of Contract [GCC]
(e) Special Conditions of Contract [SCC]
(f) Scope of Service
(g) Pricing Document
(h) Contractor's 'Qualification cum Technical' and Financial proposals
(i) Bank Guarantee for performance Security: BG/e-BG No.---------- dated----------Bank:
(j) All correspondence between the Tenderer/s and BMRCL from the date of issue of NIT and the date of issue of this LOA.
(k) KPPP Bid Document
(l) Any other document forming part of this Contract.

All of the foregoing documents, together with this Contract Agreement, are referred to herein as the Contract. Also incorporated into the Contract and made part hereof, are all codes, standard specifications, and similar requirements that are referred to therein.

Clause 3: Integration:

The "Employer" and the "Contractor" agree that the Contract Agreement, together with other Contract documents, referred to in clause 2 above, expresses all of the agreements, understandings, promises and covenants of the parties, and that integrates, combines and supersedes all prior and contemporaneous negotiations, understandings and agreements, whether written or oral and that no modification or alteration of the Contract Documents shall be valid or binding on either party, unless expressed in writing and executed with the same formality as this Contract Agreement, except as may otherwise be specifically provided in the Contract Documents.

Clause 4: Contract Price and completion Time.

The Contract price (Wages+ GST on wages +Service charge on wages+ GST on service charge) as per clause 8 and clause 9 of General Conditions of Contract) and completion time for executing the works under the Contract are as specified below:

1.	Accepted amount of contract	Rs. (Indian Rupees----------only)
2.	Date of Commencement of service	00/00/0000 as per Notice to Proceed (NTP) dated 00/00/0000
3	Completion period	36 months (The Contract shall be awarded for a period of One (01) year, and thereafter extended further period Year on year, based on satisfactory performance) i.e., up to 00/00/0000 as per clause 5 of GCC

Clause 5: Obligations of the Contractor

a. The Contractor shall ensure full compliance with statutory requirements and tax laws of India with regard to this Contract and shall be solely responsible for the same. The Contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the BMRCL fully indemnified against liability of tax, interest, penalty etc. of the Contractor in respect thereof, which may arise.

b. The staff/Labour recruited by the Contractor will be the sole responsibility of the Contractor and BMRCL will not be involved in it in any way. The staff / Labour so

recruited by the Contractor will not have any right whatsoever at any stage to claim employment in BMRCL.

c. The Contractor agrees, subject to the terms and conditions of the Contract, to perform efficiently and faithfully all of the services of "**Providing Security & Allied Services for Depot, Stations, Viaduct, Track & Trains of Reach-1 and Reach-4B Sections"** which includes supply of Security personnel and other works/facilities required for OR incidental to the successful completion of the services and in carrying out all duties and obligations imposed by, the Contract.

d. That the number of **"Security Supervisors /Security Guards**" will be purely need based. Therefore, the number of Contractor's workers may be increased or decreased as per the requirement. O/o Chief Security Officer, O&M Wing, BMRCL, Bengaluru will be under no obligation to engage any specific number of Contractor's workers during the period of contract. BMRCL reserves the right to deploy lesser number of staff as demanded by the ground realities or extraordinary situations and would regulate payment accordingly as per actual deployment in terms of Clause 6 of Section 4 [General Conditions of Contract] & Clause 24 of Section 5 [Special Conditions of Contract] of the Tender documents.

e. BMRCL or a person authorized by him reserves the right to;

- Terminate this contract by giving notice of three months in advance any time during the contract.
- To enter in to parallel contract for similar services with other agencies/person whenever it is found necessary.
- To extend the contract to further period, if required, from the date of expiry of the initial period, at the same rates, terms and conditions.

f. That the Contractor will be entirely responsible for execution of this contract in all respects in accordance with the conditions of this contract and shall not assign or sub-let the same.

g. If the Contractor becomes insolvent or he or his Agent offers any bribe in connection with the contract or the contractor fails to observe or perform any condition of this contract then notwithstanding any previous waiver of such default or action being taken under any other clause hereof, the Managing Director, BMRCL or a person authorized by him BMRCL the contract and forfeit the said deposit and recover from the contractor any loss suffered by the BMRCL on account of the contract being terminated.

h. If any dispute or difference shall arise including this contract, the settlement of which is not hereinbefore provided for the same shall be referred to the conciliation under the Arbitration and conciliation Act, 1996 mutually agreed between the parties in writing and the decision of such arbitrator shall be final and binding on the parties to this contract.

i. The Contractor shall also be responsible for timely statutory payments in respect of supplied manpower and there shall not be any responsibility of the Managing Director, Bangalore Metro Rail Corporation, or a person authorized by him.

j. That the contractor shall keep BMRCL indemnified against all claims whoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case BMRCL is made party and is supposed to contest the case, BMRCL or any authorized person will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the contractor to BMRCL on demand. Further, the contractor will ensure that no financial or any other liability comes on BMRCL in this respect of any nature whatsoever and shall keep BMRCL or any authorized person that the contractor shall further keep BMRCL indemnified against any loss to BMRCL or any

authorized person. BMRCL shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

k. That the Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement, and shall also abide by all the terms and conditions as mentioned in the Tender document. If not, the same may be terminated and the Security deposit cum Performance guarantee will be forfeited and further the work may be got done from another agency at their risk and cost.

l. The Security deposit cum Performance guarantee shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or loss/damage, if any, sustained by BMRCL on account of failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.

m. In case of any discrepancy in the contract agreement in respect of Tender document, the Tender document will prevail.

Clause 6: Obligation of the Employer

The 'EMPLOYER' agrees, subject to the terms and conditions of the Contract, to pay the Contractor the amount specified and at the rates and terms and in the manner set forth in the Contract.

Clause 7: Governing Law

This Contract is construed and enforceable under the applicable laws of the Republic of India.

Clause 8: Language

This Contract Agreement and the other Contract Documents are made in the English language.

Clause 9: Notices

All Notices called by the Terms of the Contract shall be in writing in English Language and shall be delivered by hand or by registered mail with acknowledgement due. All notices shall be deemed to be duly made by the party to whom it is addressed at the following address or such other addresses as such party may subsequently notify the other.

To Employer:

The General Manager-Operation (O&M)
Bangalore Metro Rail Corporation Ltd.
O&M Wing, Baiyappanahalli Depot,
Administrative Building,
S V Road, Baiyappanahalli,
Bengaluru- 560038.

To Contractor:

Clause 10: Jurisdiction of Court

The Courts at Bengaluru shall have exclusive jurisdiction in respect of all the disputes arising out of this Contract Agreement between the Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names by the authorized signatories as of the day and year first above written

Bangalore Metro Rail Corporation Limited **M/s.**

[Employer] **[Contractor]**

(----------) (----------]
General Manager –Operation (O&M)

WITNESS **WITNESS**

( ) ( )

( ) ( )

Note:

As per Clause 27 of Section 4 (General Conditions of Contract), the successful Tenderer shall be required to execute an agreement on the format approved and supplied by BMRCL on stamp papers of appropriate value at his own cost.

This Contract Agreement form may be modified as considered necessary at the time of finalization /signing of the Contract Agreement.

** *Blanks to be filled by the BMRCL at the time of finalization of the Form of Agreement.*

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[On the Chartered Accountant's Letter Head]

ANNEXURE-D

CERTIFICATE REGARDING FINANICAL TURN-OVER OF TENDERER DURING THE LAST FIVE [5] FINANCIAL YEARS

I / We, _____, Chartered Accountants, certify that the figures regarding Annual Turnover for each of the Five(05) Financial Years mentioned below in respect of M/s. _____ are true and found correct as per their Books of Accounts and other related records.

Sl. No.	Financial Year	Annual Turnover (in Rs.)
1	2020-21	
2	2021-22	
3	2022-23	
4	2023-24	
5	2024-25	

Date: Signature & Seal of the Chartered Accountant

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[On the Bank's Letter Head]

Annexure - E

Date:

BANKER'S CERTIFICATE

This is to certify that M/s. …….. is a reputed company with a good financial standing and maintaining [Type of account] ……. bearing account No. …….. with our ……branch.

The firm shall be sanctioned a sum of Rs……..…… [Rupees……] as overdraft / credit facilities to meet the working capital requirements, in case of the firm gets the contract against Tender No. ----------

Sd/-

Name of the Bank, Bank Branch Head

Address: ……

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[On the Tenderer's Letter Head]

ANNEXURE- F

DETAILS OF SUPERVISORS PROPOSED FOR DEPLOYMENT

Sl. No.	Name	Education Qualification	Designation	Experience

Signature of authorized person

Full Name: _____

Seal: _____

Date: _____

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[On the Tenderer's letter head]

ANNEXURE: G

ADDITIONAL INFORMATION OF THE TENDERER

1	Name of the Tenderer	
2	Status of the Tenderer (Individual/ Partnership Firm/Private Ltd. /Ltd.)	
3	Head Office - Address, Contact number & email ID	
4	Bengaluru Regional/Branch Office – Address, Contact number & email ID	
5	Date of incorporation and/or commencement of business	
6	PAN card No.	
7	GST Reg. No & issue date.	
8	ESI Reg. No. & issue date.	
9	PF Reg. No. & issue date.	
10	Professional Tax Reg. No. & issue date.	
11	Labour License No. (Central/State) & issue date.	
12	Particulars of Directors/Partners: - Name: DIN: Designation	
13	Particulars of the Authorized Signatory of the Bidder:	
	Name:	
	Designation:	
	Office Address:	
	e-Mail Id:	
	Phone Number:	

Date: (Authorized Signatory)

Note: Please provide a copy of the above documents.

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[On the Tenderer's letter head]

ANNEXURE – H

CERTIFICATE FOR COMPLIANCE OF RESTRICTIONS IN REGARD TO PROCUREMENT FROM TENDERERS FROM COUNTRIES SHARING LAND BORDERS WITH INDIA

I/We have read the clause regarding restrictions on procurement form a Tenderers of a country which shares a land border with India (Restrictions in regard to procurement from the bidders from countries sharing land borders with India and in this regard I/We certify that (Please tick either (a) or (b) below as applicable and strike out the option which is not applicable)

(a) I/We certify that I am not from such a country; or

(b) I/We am from such a country and have been registered with the Competent Authority. I/We hereby certify that I/We fulfill all requirements in this regard and eligible to be considered. Evidence of valid registration by the Competent Authority is attached."

……..……..

Signature and seal of Tenderer/Representative(s)

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[On the Tenderer's letter head]

ANNEXURE – I

DATA SECURITY CERTIFICATE

I / We hereby certify that BMRCL, Bengaluru, shall have absolute right on the digital data and output products processed / produced by me / us. I / We shall be responsible for security / safe custody of data during processing. I / We also certify that the digital topographical data will not be taken out of the office building premises on any media. The original input data supplied to me / us by BMRCL, or digital data and output products processed / produced from input data will not be passed on to any other agency or individual other than the authorized person of BMRCL. I / We shall abide by all security and general instructions issued by BMRCL from time to time.

I / We also agree that any data of BMRCL will be deleted from my / our computer system in the presence of the observer of the respective office after completion of the task.

……..……..

Signature and seal of
Tenderer/Representative(s)

Signature of the Witnesses

(1)

(2)

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Annexure – J

Bio-data of Security Supervisor/ Security Guard deployed by Contractor

Passport size photo

Sl. No.	Particulars	Details
1	Employee Id	
2	Name	
3	Designation	
4	Date of Birth	
5	Father's / Husband's Name	
6	Gender	
7	Blood Group	
8	Religion	
9	Caste / Category	
10	Education Qualification	
11	Date of Joining	
12	Permanent Address	
13	Present Address	
14	Locality / State	
15	Knowledge in Kannada	Speak Read Write
16	Contact Number	
17	Emergency Contact Number	
18	Aadhar Number	
19	PAN Number	
20	UAN Number (EPFO)	
21	ESIC Number	
22	Bank Account Details	Name of the Bank: Branch: Account No.: IFSC:

Date:

Place: (Signature)

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[On the Tenderer's letter head]

ANNEXURE –K

DETAILS OF BANK ACCOUNT FOR REFUND OF EMD

- Name of the Firm/Tenderer:
- Name of the account to which amount to be remitted:
- Complete Address:
- Name of the Bank:
- Branch:
- Address of the Bank Branch:
- Account Type:
- Account Number:
- IFS Code of the Bank Branch:
- MICR Code of the Bank Branch:
- Whether a cancelled Cheque of the Tenderer/Firm is submitted: Yes or No (please tick)

Certified that the information furnished above is correct.

Signature of the authorized person of the firm/Tenderer with seal & Date

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ANNEXURE - L

DECLARATION

(On payment of wages by the Contractor).

[Note: The following Declaration to be typed on the Tenderer/s Letter Head, duly signed & stamped and to be attached along with technical bid of the Tender].

Name of Service: Providing Services for Security and Allied Services for Depot, Stations, Viaduct, Track, Train and Coaches in stations of Reach-1 and Reach-4B.

KPPP Bid No:

I / We M/s.
…… ……. ….. …. do hereby confirm the following points with ref to the above services, if ordered on us.

1. We do hereby confirm that we will pay (i) the minimum basic wages & VDA and the statutory payments such as PF, ESI/INSURANCE, Bonus, Leave With Wages (LWW), National & Festival Holidays (NFH), Uniform Allowance and Washing Allowance along with Wage to all the persons engaged (Skilled / Semi Skilled category) as indicated in Clause 6.3 (1) of Section 2 on monthly basis/every month by us in the above Contract as per the Karnataka Government Minimum Wages & also as per any subsequent revisions made by the State Govt. from time to time.
2. We will also pay ESI/INSURANCE & PF (both Employer and Employee contributions) amounts for total wages to be paid as mentioned and challans/ payment proof shall be produced along with invoices for all the respective persons engaged in the above contract.

   We do hereby agree that any increase in the minimum wages or any statutory wage component as per the Applicable Laws during the Contract period, the BMRCL shall pay the Service Provider, the differential amount in wage and Service charge .
3. We, the contractor, will disburse the salary/wages to all the persons engaged in the contract only through nationalized banking channel in their respective accounts & the relevant Bank statement / proof for Bank payment will also be produced along with PF and ESI challans to BMRCL every month for processing our invoices for payment.
4. We will pay the previous month salary in full to our employees by 5th of every month. All the payments to the persons engaged in the contract will be paid only through nationalized bank. No other mode of payment is acceptable as salary.
5. In case we fail to pay the wages to all the persons engaged in the contract which includes Minimum wages and statutory payments and Additional wages with ESI/INSURANCE and PF (both Employee and Employer contributions) for every month, BMRCL has the right to recover from the outstanding payments to us either under this Contract or in any other running Contract(s) or from Security Deposit or from both. In case this amount is insufficient for such recoveries, we shall make good the balance amount by actual payment.
6. We will obtain and submit Labour License within 30 days from award of contract.
7. We further declare that we shall strictly abide by the conditions related to wages, payment laid out in Cl. 8, 9, 11 and 12 of GCC (Section 4).

(Contractor Signature with Seal)

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ANNEXURE – M

NON-DISCLOSURE AGREEMENT (NDA)

[As per 11.4 of ITT]

KPPP Bid No. ----------

This Non-Disclosure Agreement ("Agreement") is made on this ___ day of _____ 20__.

BETWEEN

BANGALORE METRO RAIL CORPORATION LIMITED, a Public Limited Company incorporated under Companies Act 1956, and a 50:50 Joint venture of Government of India and Government of Karnataka formed for the purposes of execution of a Mass Rapid Transit System in the city of Bengaluru, represented herein by its General Manager-Operation (O&M), authorized to sign and bind the Company, with its registered and Corporate office located at III Floor, BMTC Complex, K.H. Road, Shantinagar, Bengaluru 560 027, Karnataka, hereinafter referred to as the **"BMRCL"** or the **"EMPLOYER"**, as the case may be, which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns, of the one part,

AND

M/s. ----------having their office/ principal place of business at ----------represented herein by Mr. _____, ----------, authorized to sign and bind the Company, under the Power of Attorney dated **00.00.2026,** who shall be responsible to the Employer under the Contract for the Bangalore Metro Rail Corporation Limited as per the conditions agreed to by the Employer, hereinafter referred to as the "---------" or **"CONTRACTOR"** as the case may be, which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns, on the other part,

Clause 1. Purpose

Confidential Information is disclosed solely for the purpose of execution, operation, maintenance, and performance of obligations under the Contract bearing **KPPP Bid No. ----------.**

Clause 2. Definition of Confidential Information

"Confidential Information" includes all information but not limited to:

1. Operational, technical, security, and administrative data
2. Drawings, manuals, records, reports, credentials, system access details
3. Personal data, financial data, and site-specific information
4. Any information not intended for public domain

Clause 3. Obligations of the Contractor

The Contractor shall:

a) Use the Confidential Information strictly for Contract execution.

b) Ensure safety, security, and integrity of all data and documents.

c) Prevent pilferage, leakage, loss, misuse, or unauthorized access.

d) Not disclose, share, sell, or transfer any data or information to any unauthorized firm/person/entity.

e) Restrict access only to authorized personnel on a need-to-know basis.

f) Ensure compliance by its employees, agents, and subcontractors.

g) Comply with all applicable IT, cybersecurity, data protection, and security laws in force in India.

Clause 4. Exclusions

Confidential Information shall not include information which:

a) Is publicly available without breach of this Agreement

b) Is required to be disclosed under any law, court order, RTI Act, or statutory requirement.

Clause 5. Return of Information

Upon completion, expiry, or termination of the Contract, the Contractor shall return all Confidential Information and certify compliance in writing.

Clause 6. Breach

Any breach of this Agreement, including failure to ensure safety, non-pilferage, or unauthorized sharing of data and shall attract action including:

1. Termination of Contract
2. Forfeiture of Security Deposit / Performance Guarantee
3. Blacklisting / Debarment
4. Recovery of damages
5. Any other action as per contract conditions and applicable laws

Clause 7. Governing Law

This Contract is construed and enforceable under the applicable laws of the Republic of India.

Clause 8. Language

This Contract Agreement and the other Contract Documents are made in the English language.

Clause 9. Notices

All Notices called by the Terms of the Contract shall be in writing in English Language and shall be delivered by hand or by registered mail with acknowledgement due. All notices shall be deemed to be duly made by the party to whom it is addressed at the following address or such other addresses as such party may subsequently notify the other.

To Employer:

The General Manager-Operation (O&M)

Bangalore Metro Rail Corporation Ltd.

O&M Wing, Baiyappanahalli Depot,

Administrative Building,

S V Road, Baiyappanahalli,

Bengaluru- 560038.

To Contractor:

Clause 11. Jurisdiction of Court

The Courts at Bengaluru shall have exclusive jurisdiction in respect of all the disputes arising out of this Contract Agreement between the Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names by the authorized signatories as of the day and year first above written

Bangalore Metro Rail Corporation Limited	M/s.
[Employer]	[Contractor]
(----------)	(----------]
General Manager –Operation (O&M)	
WITNESS	WITNESS
( )	( )

( ) ( )

Note:

This Agreement form may be modified as considered necessary at the time of finalization /signing of the ND Agreement.

ANNEXURE – N

UNDERTAKING BY THE TENDERER FOR MINIMUM TENDER TOTAL QUOTE

(To be submitted on the Tenderer's Letter Head)

Name of Service: Providing Services for Security and Allied Services for Depot, Stations, Viaduct, Track, Train and Coaches in stations of Reach-1 and Reach-4B.

KPPP Bid No:

I/We, _____, having carefully read and understood all the terms and conditions of the tender document, hereby solemnly undertake and declare as follows:

1. I/We have understood that the **Tender Total** notified by the Employer is the minimum acceptable bid value for this tender.
2. I/We hereby undertake that **I/We shall not quote a bid amount less than the Tender Total while submitting the Financial Bid on the Karnataka Public Procurement Portal (KPPP Portal).**
3. I/We further understand and unequivocally agree that **if I/We quote a bid amount less than the Tender Total on the KPPP Portal, my/our bid shall be treated as non-responsive, shall be rejected outright as Not Acceptable, and will not be considered for further evaluation**, irrespective of any justification submitted by me/us.
4. I/We further agree that, in such an event, the **Earnest Money Deposit (EMD)/Tender Security furnished by me/us shall be forfeited in full**, without any further notice or correspondence, and I/We shall have no claim whatsoever against the Employer in this regard.
5. I/We confirm that this undertaking is unconditional and forms an integral part of our bid. Any violation of this undertaking shall render our bid liable for rejection and forfeiture of the EMD/Tender Security as provided in the tender conditions.

I/We certify that the above declaration is true and correct and is given voluntarily after fully understanding the implications thereof.

Place: _____

Date: _____

Signature of the Tenderer/Authorized Signatory

Name: _____

Designation: _____

Seal of the Firm:

Note: *In the event of non-submission of this Undertaking, the Tenderer shall be considered Technically Non-Responsive and shall not be considered for further evaluation.*

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